

CONTRACT

Between

CONNECTICUT GENERAL ASSEMBLY

Acting by its

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

AND

E.A. QUINN LANDSCAPE CONTRACTING INC.

GROUNDS & IRRIGATION SYSTEM MAINTENANCE
JCLM20REG0012

Contract Table of Contents

1. Definitions
 2. Contracting Vehicle
 3. Description of Goods and Services
 4. Rejected Items; Abandonment
 5. Order and Delivery
 6. Contract Amendments
 7. Assignment
 8. Termination
 9. Cost Modifications
 10. Breach
 11. Waiver
 12. Open Market Purchases
 13. Purchase Orders
 14. Indemnification
 15. Forum and Choice of Law
 16. Contractor Guaranties
 17. Implied Warranties
 18. Goods, Standards and Appurtenances
 19. Delivery
 20. Goods Inspection
 21. Emergency Standby for Goods and/or Services
 22. Setoff
 23. Force Majeure
 24. Advertising
 25. Americans With Disabilities Act
 26. Representations and Warranties
 27. Representations and Warranties Concerning Motor Vehicles
 28. Disclosure of Contractor Parties Litigation
 29. Entirety of Contract
 30. Attachments
 31. Non-Discrimination
 32. Tangible Personal Property
 33. Whistleblowing
 34. Insurance
 35. Headings
 36. Number and Gender
 37. Parties
 38. Contractor Changes
 39. Further Assurances
 40. Audit and Inspection of Plants, Places of Business and Records
 41. Background Checks
 42. Continued Performance
 43. Working and Labor Synergies
 44. Contractor Responsibility
 45. Severability
 46. Confidential Information
 47. References to Statutes, Public Acts, Regulations, Codes and Executive Orders
 48. Cross-Default
 49. Disclosure of Records
 50. Summary of State Ethics Laws
 51. Sovereign Immunity
 52. Time of the Essence
 53. Certification as Small Contractor or Minority Business Enterprise
 54. Campaign Contribution Restriction
 55. Protection of Confidential Information
 56. Audit Requirements for Recipients of State Financial Assistance
 57. Anti-Trust
- ATTACHMENT A** - Description of Goods & Services and
ATTACHMENT B - Price Schedule
ATTACHMENT C - Required Forms Checklist
ATTACHMENT D - Campaign Contribution Ban Notice
ATTACHMENT E - Service Wage Rate Schedule
ATTACHMENT F - Grounds Site Plan
ATTACHMENT G - Irrigation System Site Plan
ATTACHMENT H - Current Flower Bed Planting Plans
ATTACHMENT I - Ornamental & Turf Insecticide Application Record/Monitoring Report
ATTACHMENT J - Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

This contract (the "Contract") is between, E.A. Quinn Landscape Contracting, Inc. ("Contractor"), and the Joint Committee on Legislative Management (JCLM) on behalf of the CT General Assembly (CGA), in accordance with Connecticut General Statutes (Statute).

The provisions in the Attachments supersede any conflicting provisions in the Contract.

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

- (a) Bid: A Bid submitted in response to a Solicitation.
- (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the CGA classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the CGA; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the CGA, the Contractor, or the State.
- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the CGA for any or all Goods or Services at the Solicitation price.
- (f) Contractor: A person or entity who submits a Solicitation response and who executes a Contract.
- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

- (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Attachment A.
- (k) Goods or Services: Goods, Services or both, as specified in the Solicitation and set forth in Attachment A.
- (l) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (m) Services: The performance of labor or work, as specified in the Solicitation and set forth in Attachment A.
- (n) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services, even if the CGA has statutes, regulations and procedures which overlap DAS's. However, to the extent that the CGA has statutes, regulations or procedures which the CGA determines in its sole discretion to be inconsistent with DAS's, the CGA's shall control over those of DAS's.

The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in Attachment A.

- (o) State: The State of Connecticut, including the CGA and any office, department, board, council, commission, institution or other CGA of the State.
 - (p) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (q) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Contracting Vehicle. The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID" IT'S USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid, "as used in this Contract shall be read to mean "Request for Proposals," "Proposal" and "Proposer"

or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Attachment A. For purposes of this Contract, to perform and the performance in Attachment A. is referred to as "Perform" and the "Performance."
4. Rejected Items; Abandonment.
 - (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any CGA premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The CGA may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of the CGA premises and any other location which the CGA or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the CGA's part, in the CGA and the State to use or dispose of the Rejected Goods and Contractor Property, in the CGA's sole discretion, as if the Rejected Goods and Contractor Property were the CGA's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the CGA or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the CGA shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the CGA no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the CGA and all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the CGA and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
 - (b) The Contractor shall secure from each Contractor Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section.

5. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Attachment A and at the prices set forth in Attachment B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the CGA to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Attachment B.
6. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CGA unless made in writing, and signed by both parties.
7. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the CGA. The CGA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the CGA for a breach is without prejudice to the CGA's or the State's rights or possible Claims.
8. Termination.
 - (a) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may Terminate the Contract whenever the CGA makes a written determination that such Termination is in the best interests of the CGA. The CGA shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The CGA shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the CGA for purposes of correspondence, or by hand delivery. Upon receiving the notice from the CGA, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the CGA all Records. The Records are deemed to be the property of the CGA and the Contractor shall deliver them to the CGA no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the CGA for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the CGA, the Contractor shall cease operations as the CGA directs in the notice, and take all actions that are necessary or appropriate, or that the CGA may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the CGA directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The CGA shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the CGA in accordance with Attachment A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the CGA is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the CGA, the Contractor shall assign to the CGA, or any replacement contractor which the CGA designates, all subcontracts, purchase orders and other commitments, deliver to the CGA all Records and other information pertaining to its

- Performance, and remove from CGA premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the CGA may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the CGA.
9. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the CGA deems to be necessary or appropriate.
10. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the CGA believes that the Contractor has not performed according to the Contract, the CGA may withhold payment in whole or in part pending resolution of the Performance issue, provided that the CGA notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Attachment B.
11. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
12. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for the CGA, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The CGA shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Attachment B and the Contractor shall pay the CGA's invoice immediately after receiving the invoice. If the CGA does not Terminate the Contract, the CGA will

deduct such open market purchases from the Contract quantities. However, if the CGA deems it to be in the best interest of the CGA, the CGA may accept and use the Goods and/or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the CGA.

13. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The CGA shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any), be signed and comply with all other State and CGA requirements, particularly the CGA's requirements concerning procurement. Purchase orders issued in compliance with these requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The CGA may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the CGA shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order.

14. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the CGA and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the CGA in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the CGA harmless from any liability arising due to the negligence of the CGA or any other person or entity acting under the direct control or supervision of the CGA.
- (c) The Contractor shall reimburse the CGA for any and all damages to the real or personal property of the CGA caused by the Acts of the Contractor or any Contractor Parties. The CGA shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the CGA is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the CGA to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the CGA prior to the Effective Date of the Contract evidencing that the CGA is an additional insured. The Contractor shall not begin

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

Performance until the delivery of these three documents to the CGA. The CGA shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CGA or the CGA is contributorily negligent.

- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

15. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

16. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the CGA's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

17. Implied Warranties. The CGA does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

18. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

19. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the CGA loading dock or receiving platform. The receiving personnel of the CGA are not required to assist in this process. The decision of the CGA as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

- (b) In order for the time of delivery to be extended, the CGA must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the CGA unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the CGA upon Title vesting in the CGA.
20. Goods Inspection. The CGA shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the CGA may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
21. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, the CGA may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then the CGA may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the CGA.
22. Setoff. In addition to all other remedies available hereunder, the CGA, in its sole discretion, may setoff (1) any costs or expenses that the CGA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the CGA and (2) any other amounts that are due or may become due from the CGA to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the CGA. The CGA's right of setoff shall not be deemed to be the CGA's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the CGA.
23. Force Majeure. The CGA and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

24. Advertising. The Contractor shall not refer to sales to the CGA for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the CGA's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The CGA may Terminate the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, represents and warrants to CGA for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the CGA under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the CGA; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to the CGA in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the

Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the CGA, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (R) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (S) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the CGA upon complete installation, testing and acceptance of the Goods or Services and payment by the CGA;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the CGA all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the CGA;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without the CGA's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the CGA's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the CGA shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the CGA, or afford the CGA the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the CGA.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates “motor vehicles,” as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

30. Attachments. All attachments referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. Non-discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public CGA, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an CGA of a subdivision, CGA, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

32. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
33. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public CGA or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CGA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
34. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

- (c) **Professional Liability:** \$1,000,000 limit of liability.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
35. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
36. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
37. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."
38. **Contractor Changes.** The Contractor shall notify the CGA in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the Performance.
- This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The CGA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the CGA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the CGA in accordance with the terms of the CGA's written request. The CGA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.
39. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

40. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CGA, State and its agents.
- (c) The CGA or State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the CGA or State suspects fraud or other abuse, or in the event of an emergency, the CGA or State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the CGA/State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The CGA or State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the CGA or State and its agents in connection with an audit or inspection. Following any audit or inspection, the CGA or State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

41. Background Checks. The CGA may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the CGA procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the CGA and its agents in connection with such background checks.

42. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

43. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, CGA employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

44. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

- (b) The Contractor shall exercise all reasonable care to avoid damage to the CGA property or to property being made ready for the CGA's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CGA.
45. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
46. Confidential Information. The CGA will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the CGA receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the CGA will endeavor to keep said information confidential to the extent permitted by law. The CGA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CGA or the State have any liability for the disclosure of any documents or information in its possession which the CGA believes are required to be disclosed pursuant to the FOIA or other requirements of law.
47. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
48. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the CGA. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively

or collectively and without such election being deemed to prejudice any rights or remedies of the CGA, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the CGA or the State, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the CGA or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

49. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public CGA and a person for the performance of a governmental function shall (a) provide that the public CGA is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public CGA in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

50. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

51. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the CGA or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

52. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

53. Certification as Small Contractor or Minority Business Enterprise. The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

54. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Attachment C.

55. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CGA or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the CGA and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the CGA and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the CGA in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

Contract Document

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

56. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the CGA for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

57. Anti-Trust

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

E.A. QUINN LANDSCAPE CONTRACTING, INC.

CONNECTICUT GENERAL ASSEMBLY

By: 

Scott Pinney (Apr 15, 2020)

By: 

James E. Tamburro (Apr 15, 2020)

Scott Pinney
Name

James E. Tamburro
Name

Title: Landscape Maintenance Manager

Title: Executive Director
Joint Committee on Legislative Management

Date: Apr 15, 2020

Date: Apr 15, 2020

1. Recitals

- 1.1. WHEREAS, the CGA desires to enter into this Contract for grounds and irrigation system maintenance;
- 1.2. WHEREAS, the CGA solicited proposals for grounds and irrigation system maintenance;
- 1.3. WHEREAS, the Contractor submitted a Proposal for grounds and irrigation system maintenance dated February 21, 2020;
- 1.4. WHEREAS, the CGA has, through a process conforming to the requirements of Connecticut General Statutes Section 2-71p, accepted the Proposal submitted by the Contractor;
- 1.5. NOW, in consideration of this Contract herein contained, the parties agree as follows.

2. Precedence of Documents

The Request for Proposal dated January 21, 2020 and the Proposal dated February 21, 2020 are incorporated by reference into this Contract. Should there be any conflict between the above-mentioned documents, the terms and conditions of this Contract shall take precedence.

3. Definitions

- 3.1. State Capitol Campus: Defined to include the Old State House, the Legislative Office Garage, the State Capitol, Minuteman Park and the Legislative Office Building.
- 3.2. Normal Business Days: Monday through Friday, excluding Connecticut State Holidays which are New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day.
- 3.3. Normal Business Hours: Defined between 8 AM to 5 PM Normal Business Days.
- 3.4. First Class: Maintenance of the the grounds and irrigation system in the best possible way with the highest degree of workmanship at all times to the satisfaction of the CGA or its designated representative.

4. Scope of Work

4.1. **Services**

The Contractor shall provide a full service, First Class, grounds and irrigation system maintenance program at the Connecticut State Capitol Facilities. The Connecticut State Capitol Facilities include the State Capitol, Legislative Office Building and Parking Garage, Old State House, and Minuteman Park. The Contractor shall perform the following services under this Contract:

4.1.1. Exterior Grounds Maintenance Specifications

- a) The exterior grounds of the State Capitol Complex include all areas within the highlighted perimeters of the enclosed site plan (**Attachment F**).
- b) The estimated square footage of the lawn and planting areas to be maintained are as follows:

State Capitol	326,000 square feet
Legislative Office Building and Garage	133,000 square feet
Minuteman Park	35,000 square feet
<u>Old State House</u>	<u>25,000 square feet</u>
Total lawn areas	519,000 square feet

- c) Base Proposal Services shall include all labor, materials, tools, equipment, and transportation or services required to complete work herein specified, and/or described in any issued addenda.
- d) Travel time to and from the work site will not be paid under the Contract;
- e) The Contractor shall
 - i. Provide a detailed chronological calendar of landscape maintenance and irrigation activities at the start of the awarded contract for the entire season and for each of the subsequent seasons at the beginning of each of the respective seasons;
 - ii. Handle all arrangements and communications through the CGA. The Contractor shall supply an emergency telephone number that can be called twenty-four hours a day, seven days a week, with a one-hour response requirement;
 - iii. Ensure that a supervisor shall be on site whenever the Contractor has employees working on the property. The irrigation supervisor shall be onsite when irrigation work is being done and the arborist supervisor shall be on site when the arborist work is being done. All supervisors shall sign in with the State Capitol Police and the CGA prior to starting work, and shall sign out in the same manner when work is finished;
 - iv. The Contractor shall conduct a weekly walk-through of the property with the CGA from April through November. The Contractor shall schedule any Base Services during the walk-through and submit proposals for any on-call work needed or requested by the CGA.

4.1.2. Spring, Fall, and On-Going Cleanup

- a) Spring Cleanup: The Contractor shall complete the spring clean-up by each May 15th. This cleanup shall include at a minimum the removal of winter debris from all grounds and roadways, raking of lawn areas, removal of all dead wood from trees and shrubs, and cleaning and edging of flower beds, sidewalks and mulched areas;

- b) Fall Cleanup: The Contractor shall begin fall cleanup by mid-October and complete it after all the leaves have fallen off the deciduous trees, but no later than December 15th of each year during the contract term. This cleanup shall include at minimum removal of leaves and debris from all lawn and exterior plants and planting areas and edging of sidewalks and flower beds on a monthly basis;
- c) On-Going Cleanup: The Contractor shall maintain all walkways, steps, roadways, parking areas, lawns, planting beds, and outside furniture be free of litter, debris, weeds, leaves, brush, etc., at all times.

4.1.3. Lawn Maintenance

Lawns must be maintained in a neat, healthy, weed-free condition with uniform coloring and height throughout the growing season. The Contractor must implement best management practices at all times to maintain turf health and appearance.

a) Lawn Mowing

- i. Lawns must be mowed to a three to four inch (3" - 4") height. The Contractor shall mow as often as necessary to maintain this lawn height. Required mowing areas include all lawn areas of the State Capitol, the Legislative Office Building, the Legislative Parking Garage, the Old State House grounds, and Minuteman Park, including the bank locations on either side of the exit and entrance ramps of Interstate 84. Lawn mowing and grass clipping cleanup near walkways, entrances, and benches must not be scheduled during lunch hours (12:00 p.m. - 2:00 p.m.);
- ii. Mowing must be done only when the grass is dry, not wet, to avoid spreading turf diseases. Mower blades must be maintained with sharp cutting edges to avoid excessive wounding and stress of the grass. Mowed appearance must be smooth and constant with no visible accumulation of grass clippings. Grass clippings must remain on the lawn and allowed to degrade as long as no accumulation of clippings is noticeable. The Contractor shall remove grass clippings from walkways, entrances, and driveways;
- iii. The Contractor shall provide thatching services on an as needed basis in consultation with the CGA. A thatch layer up to one-half to three-fourths inches (1/2" - 3/4") thick is considered beneficial. Overdevelopment of thatch can be prevented by reducing fertilizer applications and maintaining proper soil pH. If de-thatching is necessary, it must be done mechanically during the spring or late summer (September) when grasses are actively growing and can recover quicker;
- iv. Upon need or CGA request, the Contractor shall submit to the CGA a written scope of work proposal to reseed or sod lawn areas as required to eliminate bare spots, taking into account the appropriate times and weather conditions. The Contractor shall structure the scope of work proposal with a not-to-exceed amount;
- v. Upon CGA approval and issuance of a signed purchase order, the Contractor may schedule reseeding or sodding work with the CGA at a mutually agreeable date and time. Reseeding and sodding are outside of the Base Proposal Services and are billable at the rates under the On-Call Services section of the Price Schedule (**Attachment B**);
- vi. The Contractor shall provide string trimming of walkways, curbs, planting beds, foundations, trees and shrubs, statues, light poles, parking poles, and other

permanent obstacles as often as needed to ensure a neat, manicured appearance;

- vii. The Contractor shall complete edging of all walkways and curb lines on a monthly basis or as often as needed to ensure a neat, manicured appearance;

b) Liming of Lawn Areas

The Contractor shall annually lime all lawn areas in the early fall, with eighty to one hundred pounds (80-100 lbs.) of granular high magnesium dolomitic limestone per one thousand (1,000) square feet or Solu-Lime at twelve (12) pounds per one thousand (1,000) square feet. The Contractor must avoid late fall applications of lime to reduce the risk of snow mold. Costs to lime the lawn areas are included in the Lawn Maintenance costs under Base Proposal Services of the Price Schedule (**Attachment B**).

c) Lawn Fertilization

- i. The Contractor shall apply three (3) applications of at least fifty percent (50%) organic granular fertilizer to all lawn areas. Fertilizer must be applied in accordance with manufacturer's directions in the time frames indicated below, with proper weather/soil conditions.
 - A. May 15-June 15: 19-3-7, Pre M Plus Fertilizer (1.15%, 200 lbs. per acre);
 - B. July 1-July 15: 10-3-3, Premium Organic fertilizer (200 lbs. per acre);
 - C. Sept 1-Sept 15: 19-3-7, Pre M Plus Fertilizer, 50% slow release with Nutralene and SCU (200 lbs. per acre);
- ii. When practicable, organic fertilizers must be used. Otherwise, fertilizer with fifty (50) slow release nitrogen must be used. The Contractor shall apply fertilizer no later than October 15th of each year during the contract term;
- iii. Fertilizer applications must not exceed two to two and a half pounds (2-2½ lbs.) of nitrogen per one thousand (1,000) square feet per year unless soil sample analysis reports indicate a necessity to further amend the soil;
- iv. Fertilizer application costs are included in the Lawn Maintenance pricing under Base Proposal Services of the Price Schedule (**Attachment B**).

4.1.4. Tree & Shrub Maintenance

The Contractor shall maintain all ornamental plants, trees, and shrubs in a healthy, vigorous condition, ensuring their long life and preservation. Upon CGA request, the Contractor shall submit an annual report each spring by May 1st of each year during the contract term on the condition of the trees and shrubs, listing changes in condition and outlining all work required and recommended. The Contractor shall follow best management practices, per the Integrated Pest Management (IPM) Specifications for Ornamental, Turf, and Arborist (**Attachment J**), for the care and management of all ornamental plantings. The Contractor shall select insect- and disease-resistant plant varieties for planting in any formal landscaping areas when possible. The Contractor shall trim trees and shrubs as needed to maintain a neat appearance.

a) Pruning

- i. The Contractor must have a Connecticut licensed arborist on staff, or utilize a licensed arborist as a subcontractor, to perform an annual inspection and pruning of trees as required;
- ii. The Contractor shall prune by hand all ornamental plants, trees, and shrubs in accordance with standards of good practice (safety, air movement, sunlight

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- penetration, aesthetics, etc.), intended function, age, species, general health, and location;
- iii. If any plant is injured or damaged by insects, disease, or weather conditions, the Contractor shall utilize proper arboricultural practices to prevent entire destruction of the plant;
 - iv. The Contractor shall ensure all pruning is performed by an individual holding appropriate licenses issued by the State of Connecticut. The Contractor shall submit copies of licenses to the CGA prior to the start of any pruning. All individuals performing work shall sign in with the CGA before performing any work;
 - v. The Contractor shall prune tree branches twice a year and prune all other plants once a year based on varying schedules dependent upon the species of plant, as prescribed below. Upon CGA request, the Contractor shall provide restorative pruning and pruning for safety reasons. The Contractor shall remove all dead wood as needed. The Contractor shall prune:
 - A. All tree branches below eight (8) feet in May and September;
 - B. All ornamentals branching six (6) feet or lower during the fall months (November);
 - C. Hedges and other miscellaneous evergreen shrubs after flush of growth (end of June to early July);
 - D. Hedges and other miscellaneous evergreen shrubs a second time mid-August to early September. Additional pruning shall be performed during the growing season as required to keep shrubs in a neat appearance;
 - E. Deciduous and evergreen flowering shrubs after flowering;
 - F. Bill major tree work (removal of trees, excessive storm damage, etc.) requiring specialized equipment to be brought in as a separate item above and beyond normal pruning. The Contractor shall submit a scope of work proposal for all additional work and equipment per Section 4.1.15 Equipment and Section 4.1.16 Subcontractors. The CGA will review the scope of work proposal and once approved, will then issue a purchase order for that work. No work shall commence without first receiving a signed purchase order for that work.
- b) Wrapping, Guying, and Staking
The Contractor shall maintain all existing wrapping, guying, and staking as long as necessary and remove wrapping, guying, and staking when trees are established (usually one year after planting).
- c) Tree, Shrubs, and Plant Fertilization
The Contractor shall fertilize at least once per year in the spring all trees, shrubs, and other miscellaneous plantings, with supplemental feeding as necessary to maintain a healthy vigorous condition. Organic fertilizer formulated with trace elements shall be used. Upon CGA request, the Contractor shall submit a report showing fertilization type and quantity of materials utilized to the CGA within fifteen (15) days after fertilization is complete. Costs for this fertilization is included in Tree and Shrub Maintenance pricing under the Base Proposal Services for Tree and Shrub Maintenance.

4.1.5. Flower Beds and Format Landscaping

The Contractor shall:

- a) Maintain all planting beds in a neat condition, free of weeds and other miscellaneous debris at all times and edge beds as necessary to ensure a clean, even line. All plants shall be guaranteed through the growing season and shall be replaced as required at the direction the CGA;
- b) Follow best management practices for the care and management of all flowerbeds. The Contractor shall select insect and disease resistant plant varieties for planting in any flowerbeds whenever possible;
- c) Maintain all flowerbeds in the best possible fashion for the entire season and edge and weed as often as necessary;
- d) Visually inspect plants for insect and/or disease infestation prior to planting and reject plants with any infestation to eliminate damage on a large scale;
- e) Plant plants at the proper depth to avoid plant stress;
- f) Place shredded native mulch in all tree/shrub and flower bed areas on a monthly or as-needed-to-be replenished basis and at sufficient depth to reduce weed growth and help retain moisture. Mulch placement must provide a buffer area to eliminate mechanical damage that may result from use of string trimmers or mechanical edgers;
- g) Remove and dispose of dead and dying vegetation from flower beds weekly to prevent spread of disease;
- h) Rake away leaves from flower beds to prevent accumulation and development of rodent harborage;
- i) Properly dispose of branches and plant materials at the end of each day that work has been performed;
- j) Deadhead flowers on a weekly basis;
- k) Cut perennials back to maintain healthy, bushy growth four (4) times per season;
- l) Annually, in late fall of each year of the contract term, work with the CGA to prepare a plan for flower bed planting. The annual budget for flower bed planting, including plants and labor, is subject to change at the discretion of the CGA each year. Layouts of the current flower bed planting plans are included in **Attachment H**, but such layouts are subject to change;
- m) The Contractor shall prepare flower beds for planting of the annuals each spring as follows:
 - i. Turn the soil over within the bed with a spaded fork and dig to the full depth of the fork, breaking up lumps as digging progresses, removing stones and debris;
 - ii. Cover the soil with two to three inches (2-3") of peat moss, compost, or manure followed by a thin layer of low-nitrogen (5-10-5) fertilizer at a rate of twenty pounds (20 lbs.) per one thousand (1,000) square feet. The Contractor shall cover this with a layer of granular limestone at a rate of one hundred pounds (100 lbs.) per one thousand (1,000) square feet and thoroughly mix the soil;
 - iii. Maintain finished bed heights to be the same level as the existing lawn where they are adjacent to a lawn area;
 - iv. Be responsible for any damage to the irrigation system caused during the preparation or maintenance of the beds. Planting beds have irrigation systems within them except for the Capitol south lawn round beds, Capitol east lawn oval bed, Capitol north lawn round beds, and the terrace planters;
 - v. Ensure flowering annuals are healthy, strong-stemmed and free of all insects and disease with evidence of new growth;

- vi. Maintain plants at a height of eight to twelve inches (8"-12"). The CGA must approve the quality of plants prior to planting. The pot size for main plants must be eight- to ten-inch (8"-10") round pots and the pot size for filler plants must be six- to eight-inch (6"-8") round pots.

4.1.6. Trimming

- a) The Contractor shall trim foundation plantings and vines at least twelve inches (12") away from the any building to eliminate rodent harborage and access to the building and allow for monitoring of rodent activity;
- b) The Contractor shall maintain walking paths around the Capitol cooling tower and along the retaining wall adjacent to the Legislative Office Building (LOB) loading dock area throughout the growing season to allow access around the perimeter of the cooling tower enclosure.

4.1.7. Vegetation Disposal

The Contractor shall:

- a) Remove and dispose of dead and dying vegetation from plants and flower beds on a monthly basis to prevent the spread of disease;
- b) Rake away leaves to prevent accumulation and development of rodent harborage;
- c) Properly dispose of branches and plant material at the end of each day that work has been performed;
- d) Routine vegetation disposal costs are included in the Flower Beds and Formal Landscaping pricing under the Base Proposal Services section of the Price Schedule (**Attachment B**). Disposal costs (dump truck hauling fees & dumping fees) will only be billable for cleanup following a severe storm, determined by the CGA, per rates under the On-Call Services section of the Price Schedule.

4.1.8. Mulching

The Contractor shall:

- a) Obtain CGA approval of the color and type of mulch prior to installation;
- b) Properly edge all tree rings and planting beds prior to the installation of mulch materials;
- c) Completely remove and discard all grass, weeds, and other debris from all tree rings and planting beds prior to installation of mulch material;
- d) Turn over with a rake or fork and level all existing mulch in the mulched areas prior to installation of new mulch;
- e) Rake back away existing mulch from the base of the tree/shrubs prior to installation of new mulch;
- f) Supply and install a quantity of approximately four hundred (400) cubic yards of shredded native mulch (natural in color) on an annual basis during the contract term, which should allow for a depth of mulch in the amount of three inches (3") throughout the mulched areas. The amount of mulch is subject to change at the discretion of the CGA. Pricing for mulching outlined on the Price Schedule (**Attachment B**) includes the cost of mulch and the installation labor. Upon delivery and installation of the native mulch, the CGA will measure the depth on the mulch in multiple areas to ensure required depth. The Contractor shall bill for the actual quantity of mulch used;
- g) Place additional mulch in all garden areas and around individual trees and shrubs and replenish as necessary on a monthly basis;

- h) Place mulch materials at sufficient depth to reduce weed growth and help retain moisture and to provide a buffer area to eliminate mechanical damage which may result from the use of string trimmers or mechanical edging equipment;
- i) Spread mulch evenly throughout planting areas and throughout tree rings.

4.1.9. Irrigation System, Maintenance, & Repair Services

- a) The State Capitol Facilities installed irrigation systems consist of the following:
 - i. Capitol: One (1) system with two (2) time clocks;
 - ii. Legislative Office Building: One (1) system with one (1) time clock;
 - iii. Minuteman Park: One (1) system with one (1) time clock; and
 - iv. Old State House: One (1) system with one (1) time clock.
- b) The Contractor shall furnish all labor, materials, and equipment required to meet the requirements and perform the following services for the operation and maintenance of these irrigation systems:
 - i. Perform a spring start-up of each of the systems, as follows:
 - A. Complete the spring start-up of the irrigation system prior to April 30th of each year during the contract term;
 - B. Fill all systems properly to prevent damage from water hammer;
 - C. Program the controller for all properties to properly water all zones;
 - D. Observe each sprinkler head and make adjustments as required;
 - E. Ensure that all heads are performing as designed and that there is proper irrigation coverage of areas intended to be watered, making adjustments throughout the season as necessary. Watering of sidewalks, curb lines and road surfaces must be avoided;
 - F. Inspect each of the systems for leaks and/or other mechanical problems;
 - G. Report all problems found and the corrective actions required to the CGA;
 - H. Correct and repair problems found within one (1) week after a purchase order has been issued for the required repairs; and
 - I. Ensure that a licensed irrigation specialist is completing start-up of all systems.
 - ii. Perform a fall shutdown and winterization of the systems, as follows:
 - A. Complete the fall shutdown and winterization of the irrigation systems prior to October 15th of each year during the contract term;
 - B. Turn off the system and shutdown controllers for all systems;
 - C. Blow out the system zone by zone using compressed air to prevent possible damage due to water freezing in the pipes;
 - D. Ensure that a licensed irrigation specialist is completing winterization of all systems.
 - iii. Perform back-flow prevention testing as follows:
 - A. Perform a test of four (4) back flow prevention devices annually. A certified back flow prevention device tester shall perform this test and shall maintain records of the test;
 - B. Submit copies of the required test forms to the CGA prior to July 15th each year for the CGA to submit to the Metropolitan District of Hartford, Connecticut; and
 - C. Promptly restore to proper operating condition any malfunctioning device.
 - iv. Provide periodic maintenance of the system on an on-call basis, as follows:

- A. Perform on-call maintenance on the system per CGA request on a time-and materials basis per Non-Proposal Labor rates and the cost plus percentage markup outlined in the Price Schedule (**Attachment B**);
- B. Ensure that all replacement/repair material costs are pre-approved by the CGA prior to installation. The Contractor shall submit a scope of work proposal for all additional work. The CGA will review scope of work proposal, and once approved, the CGA will issue a purchase order for that work. No work shall commence without first receiving a signed purchase order for that work with the exception of emergency work that will have an adverse effect on the lawn if not completed (as determined in the CGA's sole discretion); and
- C. Ensure that a licensed irrigation specialist makes all repairs or performs maintenance of all systems;
- c) The Contractor shall provide a Connecticut-licensed irrigation specialist to complete all irrigation inspections, maintenance, and repairs. The Contractor shall submit copies of irrigation licenses to the CGA prior to work being performed;
- d) Licensed individuals shall sign in with the State Capitol Police and the CGA prior to performing any inspections, maintenance, and/or repairs;
- e) All lawn areas, with the exception of those areas north and east of the parking garage, are covered by an irrigation system (See **Attachment G**). The Contractor shall monitor the effectiveness of the watering schedule to provide for proper and adequate amounts of water to lawn areas, either through irrigation or natural rainfall.

4.1.10. Integrated Pest Management Program and Inspections

- a) The Contractor shall work with the CGA to develop and follow a State of Connecticut compliant Integrated Pest Management (IPM) Program (**Attachment J**) to reduce the amounts of insecticides applied by using alternate methods of pest control;
- b) Within ten (10) working days of a CGA request, the Contractor shall conduct a thorough initial inspection of the entire site to identify problem areas and any equipment, landscape features, or management practices that are contributing to pest infestations. The Contractor shall collect and send in soil samples for analysis to determine the need for any soil amendments necessary to correct pH and/or fertility. A certified commercial supervisory applicator employed by the Contractor shall conduct the initial inspection;
- c) Prior to beginning service, the Contractor shall submit to the CGA a written Integrated Pest Management Program for the site within ten (10) working days following the initial inspection. Upon receipt of the IPM Program, the CGA shall render a decision regarding its acceptability within ten (10) working days. If the CGA disapproves or finds aspects of the IPM Program to be incomplete, the Contractor shall have five (5) working days to submit revisions. Upon CGA approval, the Contractor shall initiate services outlined in the Contract;
- d) The Contractor shall perform monthly site inspections to identify areas of pest infestation (weed, insect, and disease) on the complex grounds and recommend corrective measures. Per CGA request, the Contractor shall submit a written inspection report monthly to the CGA via the IPM Monitoring Report included in **Attachment I**. The Contractor shall record all pest problem areas and written recommendations for structural, sanitary, or procedural modifications on "Ornamental & Turf Insecticide Application Record/Monitoring Report" forms

- (Attachment I)** or a substantially similar form. The CGA will keep and maintain these forms on file;
- e) The Contractor shall develop an IPM Program which utilizes all methods of pest control which may include modifying cultural practices, monitoring for pest populations, mechanical and biological control, and the judicious use of insecticides, as described in the IPM Specifications for Ornamental, Turf and Arborist **(Attachment J)**;
 - f) The Contractor shall test lawn soil and grass areas as identified by the CGA prior to the application of any fertilizer;
 - g) Insecticides may be used as a tool to maintain pest populations at or below an acceptable level while maintaining plant health and aesthetic quality. However, insecticides should not be applied on a routine basis;
 - h) The selection of insecticides that may be used will be based on a pre-determined hierarchy that will utilize least toxic products as first choice. Whenever practicable, biological controls such as predatory insects, beneficial nematodes, or microbial insecticides will be used;
 - i) The Contractor shall implement a proper IPM program which reduces the volume, toxicity, and frequency of application of insecticides and other chemicals, thereby reducing negative environmental impact and the risk of potential exposure of building occupants and visitors to the grounds who may be sensitive to their use;
 - j) Prior to the application of any insecticides, the Contractor shall recommend corrective measures in writing to CGA specifying action that should be taken (e.g., correct drainage/runoff problems);
 - k) The Contractor shall provide only individuals who are licensed by the State of Connecticut to perform the approved pest control services. The Contractor shall provide a copy of the license for these individuals to the CGA with the proposal;
 - l) The Contractor's supervisors shall monitor/scout the grounds with the CGA at least once a month from April through October to ensure that the level of service being provided is First Class. Additional monitoring may be required during peak periods (June through August) to monitor for weeds and diseases;
 - m) The Contractor shall submit material safety data sheets, quantities, samples, and/or labels of all materials used in the treatment or maintenance of lawn areas, planted material, and grounds to the CGA for approval prior to use;
 - n) The Contractor shall comply with all manufacturer directions and precautions as well as applicable certifications, and city, state, and federal regulations by using chemical applications which have the lowest toxicity necessary to keep the lawns, planting beds, trees, and shrubs insect and disease free.;
 - o) The Contractor shall perform fertilization and chemical applications during afternoons on pre-approved days. Work must be pre-approved by the CGA. Immediately after any application, upon CGA request, the Contractor shall submit written documentation to the CGA outlining the type and areas of application and recommendations/concerns in reference to the treated areas;
 - p) The Contractor shall notify the CGA a minimum of forty-eight (48) hours prior to the application of any chemical treatment. The CGA will verify that the areas to be treated are not scheduled to be used and will either approve or disapprove the application schedule;
 - q) The Contractor shall be responsible for all clean-up of driveways, walkways, entrances, etc., where any applications have drifted onto those surfaces.

4.1.11. Turf Insects

- a) The Contractor shall perform a monthly visual inspection of the lawn areas from April through September to monitor for evidence of chinch bugs, sod webworms, bill bug, and/or other destructive turf pests. The Contractor shall limit applications of insecticide to turf areas to preserve populations of beneficial insects and nematodes. The Contractor shall consider insecticide application only if there is an elevated level of harmful pests. The Contractor shall apply insecticide in accordance with manufacturer's directions and with proper weather/soil conditions;
- b) The Contractor shall manage insect control (of surface feeders and grubs) by using Dylox granular (or an approved equivalent such as Merit) at three pounds (3 lbs.) per one thousand (1,000) square feet. The Contractor shall only apply this material just before or during substantial rainfall (where at least a half-inch (½") is anticipated);
- c) Prior to any insecticide application, the Contractor shall submit to the CGA a written scope of work proposal for application. This scope of work proposal shall be structured with a not-to-exceed amount. Upon CGA approval and a signed purchase order, the Contractor shall schedule the work with the CGA;
- d) Application may then be completed at a mutually agreeable date and time. Rates for insecticide applications and insecticide materials will be billable per On-Call Services pricing outlined on the Price Schedule (**Attachment B**).

4.1.12. Weed Control

- a) The Contractor shall only apply broadleaf herbicides when weed species have invaded greater than twenty-five percent (25%) of the turf area. The Contractor shall perform spot applications to small areas on an as-needed basis. Some weed growth is anticipated and will be tolerated to some degree;
- b) The Contractor shall apply herbicides and fungicides in accordance with manufacturer's directions and proper weather/soil conditions. Prior to any herbicide or fungicide application, the Contractor shall submit to the CGA a written scope of work proposal. The Contractor shall structure this scope of work proposal with a not-to-exceed amount. Upon CGA approval and issuance of a signed purchase order, the Contractor shall schedule the application with the CGA for a mutually agreeable date and time;
- c) The Contractor shall bill for herbicide and fungicide applications and associated materials based on On-Call Services pricing outlined on the Price Schedule (**Attachment B**);
- d) The Contractor shall manage herbicides by applying "Confront" (or an approved equivalent) at two (2) pints per acre in Mid-May and/or Mid-August;
- e) The Contractor shall manage fungicide application to be both site- and pathogenic-specific by using Chipco 26019 (or an approved equivalent) at three (3) ounces per one thousand (1,000) square feet per manufacturer's instructions.

4.1.13. Tree, Shrub, & Plant Insecticides & Disease Treatments

- a) Routine inspections of all trees, shrubs, and miscellaneous plant material shall occur on a monthly basis. Upon CGA request or based on critical need, the Contractor shall submit written reports to the CGA that outline any problems and recommended treatment, or, in the alternative, that outline that there are no issues that require corrective actions. All tree, shrub, and plant spraying shall be performed on an as-needed basis as part of the awarded contract;

- b) Prior to any insecticide application, the Contractor shall submit to the CGA a written scope of work proposal for application. The Contractor shall structure this scope of work proposal with a not-to-exceed amount. Upon CGA approval and issuance of a signed purchase order, the Contractor shall schedule the application with the CGA for a mutually agreeable date and time. Rates for insecticide applications and insecticide materials will be billable per On-Call Services pricing outlined on the Price Schedule (**Attachment B**).

4.1.14. Replacements and Guarantees

- a) The Contractor shall replace and/or add new trees, shrubs, and other miscellaneous plantings upon CGA request or based on need throughout the contract term. Plantings will be billed at the wholesale price paid by the Contractor (as evidenced by wholesaler's invoice) plus the cost plus materials percentage markup outlined in the Price Schedule (**Attachment B**). The Non-Base Proposal Labor will be billable per the Price Schedule (**Attachment B**). The Contractor shall submit a written proposal for CGA approval prior to any work being performed. The CGA reserves the right to obtain additional quotes for price comparison purposes;
- b) The Contractor shall guarantee for a period of one (1) year all living plants, trees, and shrubs purchased and planted on the CGA's property. This guarantee will provide for the replacement of the same or similar plant, tree, or shrub per CGA approval and for any necessary labor;
- c) The Contractor shall guarantee all materials and workmanship under the Contract for a period of one (1) year from the date of final acceptance by the CGA. During this guarantee period, the Contractor shall immediately correct or replace all defects developing through faulty equipment, materials, or workmanship without expense to and to the satisfaction of the CGA.

4.1.15. Equipment

The Contractor shall provide and maintain at its own expense all items of equipment and tools necessary to perform grounds maintenance, including substitutes and replacements. All such equipment shall be maintained in good working order and stored off-site from the State Capitol Facilities. The pricing listed in the Price Schedule (**Attachment B**) for the Base Proposal Services shall include the use of all necessary equipment and if applicable, licenses and licensed operators to use such equipment.

For on-call services, equipment unit pricing is listed in the Price Schedule (**Attachment B**). No markup is permitted on the equipment unit pricing for on-call services. If applicable, necessary licenses and licensed operators to use such equipment are included as part the equipment unit pricing.

For on-call services in which the Contractor needs to procure rental equipment, the Contractor shall submit to the CGA a proposal with pricing within hourly equipment rental rate range listed on the Price Schedule (**Attachment B**) with an additional with a five percent (5%) markup permitted, description of equipment provided, proposed service dates and hours, and supporting documentation to verify rental rates. Equipment rental pricing outside the listed equipment rental rate range on the Price Schedule will require CGA approval. Upon CGA approval and issuance of a signed purchase order, the Contractor may proceed to procure the rental equipment. If the

rental equipment requires a licensed operator not on the Contractor's staff, the Contractor must obtain CGA approval for the subcontractor per Section 4.1.16.

4.1.16. Subcontractors

The following is a list of the approved subcontractors who are authorized to work under this Contract.

DW Burr Landscape & Design Inc. (Irrigation System Management)
123 West Street
Simsbury, CT 06070

Distinctive Gardens & Tree Care LLC (Tree Care, Tree Removal & Vegetation Mgmt)
48 Patria Road
South Windsor, CT 06074

Throughout the term of the contract, the Contractor must submit a proposal requesting written approval from the CGA for any work that will be performed by subcontractors listed above and any other additional subcontractors prior to the work being performed. Contractor shall assume responsibility for all services of the subcontractor. The Contractor shall be the sole point of contact with regards to all matters, including subcontractor performance. The Contractor shall ensure the subcontractor complies with all specifications, applicable service and prevailing rates, applicable licensing requirements, and appropriate insurance requirements.

4.1.17. Overtime

Normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, state holidays excluded. The Contractor must submit a written proposal to and obtain written approval from the CGA for any work scheduled outside normal business hours. Overtime rates for non-base proposal labor will be adjusted to an increase of one and a half times each position's service wage rate. Overtime rates will have no effect on the Contractor's Premium.

4.2. Materials

The CGA reserves the right to purchase additional materials at the cost plus markup percentage listed on **Attachment B** under this Contract.

4.3. Work Schedule

The Contractor shall submit a revised project schedule to the CGA within ten days after contract award. The Contractor will also be expected to revise the project schedule if dates shift throughout the course of the project and document the reasons for the change in schedule. Also, work should not be performed when temperatures or other weather conditions do not meet the product manufacturers' recommendations on use. The final work schedule shall be approved by the CGA and the State Capitol Police in advance of work in any given location. Public business hours of the State Capitol are from 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded.

4.4. Staffing

No person hired by the Contractor is an employee of the CGA. The Contractor acknowledges its duty to obtain, supervise, compensate, and take responsibility for the performance of its

employees. Such responsibility shall also require adherence to all applicable state and federal laws and regulations, including but not limited to those concerning taxes, labor practices, wage rates, unemployment, nondiscrimination, and worker's compensation insurance. The Contractor also agrees to the following provisions:

- 4.4.1. Sexual Harassment: The CGA reserves the right to request removal of any employee from this Contract who violates the Standards of Conduct or Sexual Harassment policy as defined by the Connecticut General Assembly Employee.
- 4.4.2. Staff Competency: The Contractor shall employ on the premises only persons skilled and trained in the work assigned to them.
- 4.4.3. Staff Performance: The CGA, in its sole discretion, can determine that any person employed by the Contractor is not performing in accordance with the standards outlined in this Contract. Upon receiving written notification, the Contractor shall remove said employee from the facilities subject to this contract and shall promptly substitute another employee. The Contractor shall promptly furnish qualified substitutes for any employees that, in the sole opinion of the CGA, are unsatisfactory.

4.5. Facility Considerations

4.5.1. Contractor's Storage Space

The Contractor is not required to maintain a job site office at the site. A limited area will be designated in the Capitol where the Contractor may store items for reuse, stage materials, etc. Due to limited on-site storage availability, the Contractor shall confine his on-site storage to the area designated by the CGA. The Contractor is responsible for restoring the designated on-site storage area to its original condition.

4.5.2. Protection/Safety Measures

The Contractor shall:

- a) Exercise caution at all times for the protection of persons and property, and all safety regulations and other provisions of applicable Federal, State and local laws must be observed. Building and construction codes, including the requirements of the Occupational Safety and Health Administration, shall be observed;
- b) Assume responsibility for the adequacy and safety of all methods and for the safe performance of the work at all times;
- c) Shall take such corrective action immediately if any operation, practice, or condition is deemed by the CGA to be unsafe during the course of the performance of the work and the CGA issues a warning verbally and later confirmed in writing;
- d) Remove any debris or dust that collects on the ground that poses a tripping and /or slipping hazard;
- e) At all times, provide protection against the weather so as to maintain their work, materials, apparatus and fixtures free from injury or damage. Any work damaged by failure to provide adequate protection shall be removed and replaced with new work at the Contractor's expense; and
- f) Pay the cost of repair or replacement resulting from theft or damage to existing equipment, material or work due to negligence by the Contractor in securing the project site and adjacent areas affected by the Contractor's operations.

4.5.3. Removal and Salvage of Material

The CGA has the right of salvage to any demolished material and equipment. For material or equipment to be removed, the Contractor is to confirm with the CGA whether or not the CGA desires to keep the respective piece of material or equipment. Material or equipment desired by the CGA shall be moved by the Contractor to a designated site in building or on the grounds. Any material or equipment not desired by the CGA shall become the property of the Contractor and removed/disposed of by the Contractor at his expense.

4.5.4. Use of Premises

The premises will be occupied during the performance of work; therefore, it will be necessary to provide the CGA with a schedule in advance when work will take place so that arrangements may be made for safe ingress and egress by building personnel, parking of vehicles, directing of traffic, delivery of goods, mail, etc. The work shall not interfere with normal, continuous, and safe operation of the building and site. Nothing contained in the specifications shall be interpreted as giving the Contractor exclusive use of the premises.

4.6. The CGA will schedule monthly job meetings, and the Contractor may request additional job meetings throughout the course of the performance of the work under this Contract.

5. Contract Term

The Contract will be in effect from the date the Contract is executed by both Contractor and the CGA (the "Effective Date") through December 31, 2024, with the option to extend this Contract, upon mutual agreement of both parties, one or more times for a combined total period not to exceed the complete length of the original term.

6. Conditions

The Contractor shall submit the documentation listed in **Attachment C** with this Contract and update as necessary, for the duration of this Contract, before a purchase order is authorized.

7. Compensation

7.1. The compensation for services hereunder shall be in accordance with **Attachment B** of this Contract and any signed purchase orders issued pursuant to this Contract. The Contractor shall not begin performance until the Contractor receives a signed purchase order. This is a unit price contract based on unit prices listed in **Attachment B** and a time and materials contract based on hourly rates and unit pricing listed in **Attachment B**.

7.2. Compensation under this Contract is contingent upon funding being available for this purpose;

7.3. Expense Reimbursements

Contractor will not be reimbursed for contract or travel-related expenses. No compensation will be made for any mileage or any reimbursements, except where there is a major outlay of resources made by the Contractor which was previously approved by the CGA in writing.

7.4. Cost of Consumable Materials and Shipping

All costs of consumable materials and shipping shall be included in pricing set forth in **Attachment B**. No additional compensation will be made to the Contractor for consumable materials and/or shipping.

7.5. Payment Terms

Payment terms under this Contract are set forth in **Attachment B**. Payment shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice.

Unless otherwise specified in the Contract, payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/or Services (in arrears) in accordance with Conn. Gen. Stat. §4a-71, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g.

7.6. Frequency of Billing

Invoices shall be submitted on a monthly basis.

7.7. Properly Prepared Invoice

The Contractor shall submit a Properly Prepared Invoice to the CGA for the Performance. A Properly Prepared Invoice is defined as an invoice that is dated subsequent to the date the goods/services have been received and that is accompanied by all the required information and supporting documentation as delineated below:

7.7.1. A Properly Prepared Invoice shall include

- a) The purchase order number;
- b) Invoice date;
- c) Invoice number;
- d) Separate invoice line for labor, materials, and equipment & supporting documentation;
- e) Description of the service provided, the services dates, and times; and
- f) All invoices shall reflect the lines on the signed purchase order.

The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above.

7.7.2. Invoices should be sent directly to Accounts Payable Group; Office of Legislative Management; 300 Capitol Avenue, Room 5100; Hartford, CT 06106 or emailed to OLM.AP@cga.ct.gov.

7.7.3. A Properly Prepared Invoice shall be accompanied by the following support:

a) Support for Hourly Labor Charges

Hourly Labor charges shall be supported as follows:

- i. Copies of signed work tickets (the number of hours and days worked should match those on the certified payrolls and the invoice) of the Contractor and subcontractor (if applicable) for each site location on the State Capitol Complex. On each work ticket, the Contractor shall specifically include a list of each individual (of the Contractor and/or of the subcontractor) on-site and the corresponding time in and time out;
- ii. Copies of building maintenance contractor's sign-in sheets (should match both payrolls and work tickets);

- iii. Copies of certified payrolls of the Contractor and subcontractor (if applicable) including Classification of worker, as well as wage and benefit rate <http://www.ctdol.state.ct.us/wgwkstnd/forms/payrollcert1.pdf>; and
 - iv. Contractor Wage Certification Forms. <http://www.ctdol.state.ct.us/wgwkstnd/forms/contractwage.pdf>
- b) Support for Fixed Price Labor Charges
- i. Copies of signed work tickets (the number of hours and days worked should match those on the certified payrolls and the invoice) of the Contractor and subcontractor (if applicable) for each site location on the State Capitol Complex. On each work ticket, the Contractor shall specifically include a list of each individual (of the Contractor and/or of the subcontractor) on-site and the corresponding time in and time out;
 - ii. Copies of building maintenance contractor's sign-in sheets (should match both payrolls and work tickets);
 - iii. Copies of certified payrolls of the Contractor and subcontractor (if applicable) including Classification of worker, as well as wage and benefit rate; and
 - iv. Description of work and service dates.
- c) Support for Materials Charges
- All charges on invoices for materials shall be broken down between list price and the cost plus markup percentage listed in **Attachment B**. Support shall include documentation which establishes the list price.
- d) Support for Equipment Charges
- Per Section 4.1.15, equipment charges shall be supported by a breakdown of rental cost or a statement that the equipment is owned by the company as to establish the list price. The invoice must include the list price and the calculation of the markup on that equipment to arrive at the charge on the invoice. For Base Services, the cost of all necessary equipment and if applicable, licenses, and licensed operators to use such equipment is all included in pricing listed in the Price Schedule (**Attachment B**).

7.8. Price Adjustments

7.8.1. Base Proposal Services

An annual inflationary increase of 3% applies only to Base Proposal Services to this Contract. Base Proposal Services in **Attachment B** will be adjusted to reflect the annual percentage increase as indicated in this Contract. It is the responsibility of the Contractor to submit invoices in accordance with this annual increase. Invoices submitted using an old rate will be returned by the CGA to the Contractor for revision and resubmittal.

This percentage increase will automatically renew on the first business day of April and subsequently thereafter for the remainder of the contract term.

Billing rates utilized on purchase orders will be determined by the anticipated completion date of the work outlined on the purchase order.

7.8.2. Service Wage Rates

In the case of an adjustment to the service wage rates by the Department of Labor, only the Service Wage Rate (including benefits) will be adjusted, not the Contractor's Premium under Non-Base Proposal Labor hourly rates in the Price Schedule (**Attachment B**). Service Wage Rates listed are effective as of January 29, 2020. In the case of overtime rates, only the Service Wage Rate will be adjusted to time and a half, not the Contractor's Premium. No contract amendment will be necessary to implement the changes in service wage rates.

No other price increases are allowed under this Contract, unless mutually agreed upon in writing by both parties.

8. Service Wages

Some or all of the Performance is subject to services wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. §31-57f(b): "On and after July 1, 2000, the wages paid on an hourly basis to any employee of a required employer in the provision of food, building, property or equipment services provided to the state pursuant to a contract or agreement with the state or any state agent, shall be at a rate not less than the standard rate determined by the Labor Commissioner pursuant to subsection (g) of this section."

9. Fifteen Dollar Minimum

Pursuant to C.G.S. 2-71p(i), "Each contract for contractual services entered into by the committee on and after July 1, 2015, shall require the contractor awarded such contract, and each subcontractor of such contractor, to pay each of the contractor's or subcontractor's employees providing services under such contract, and that are performed or rendered at the Legislative Office Building or the State Capitol, a wage of at least (1) fifteen dollars per hour, or (2) if applicable, the amount required to be paid under subsection (b) of section 31-57f, whichever is greater. The provisions of this subsection shall not apply to any employee providing services under such contract who receives services from the Department of Developmental Services."

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10. Notice

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as (a) the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, (b) the notice is placed with a recognized, overnight express delivery service that provides for a return receipt or sent via email, or (c) an email is sent.

If to the CGA

Mailing Address: Contracting Department
CT General Assembly
Office of Legislative Management
Legislative Office Building
300 Capitol Avenue, Room 5100
Hartford, CT 06106

Email: CGAContracting@cga.ct.gov

If to the Contractor:

Contact Name/Title: Scott Pinney / Landscape Maintenance Manager
Mailing Address: EA Quinn Landscape Contracting, Inc.; 240 Commerce Street;
Glastonbury, CT 06033
Email: Scott@eaquinn.com

The parties are executing this Contract on the date below their respective signatures.

E.A. QUINN LANDSCAPE CONTRACTING, INC.

CONNECTICUT GENERAL ASSEMBLY

By: 

Scott Pinney (Apr 15, 2020)

By: 

James E. Tamburro (Apr 15, 2020)

Scott Pinney

Name

James E. Tamburro

Name

Title: Landscape Maintenance Manager

Title: Executive Director
Joint Committee on Legislative Management

Date: Apr 15, 2020

Date: Apr 15, 2020

ATTACHMENT B - Price Schedule

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

<u>BASE PROPOSAL SERVICES</u>	<u>COST</u>
1. Spring Cleanup	\$ 5,500.00/ year
2. Fall Cleanup	\$ 7,175.00/ year
3. On-Going Cleanup	\$ 4,400.00/ year
4. Lawn Maintenance (including Lawn Mowing, Liming, and Fertilization)	\$ 30,325.00/ year
5. Tree and Shrub Maintenance (including Pruning; Wrapping, Guying, and Staking; and Fertilization)	\$ 8,800.00/ year
6. Flower Beds and Formal Landscaping (including Trimming and Vegetation Disposal)	\$ 7,000.00/ year
7. Mulching	400 yards at \$45.00/ yard = \$ 18,000/ year
8. Irrigation Spring Startup	\$ 1,000.00/ year
9. Irrigation Fall Shutdown	\$ 1,000.00/ year
10. Irrigation System Back-Flow Prevention Testing	\$ 300.00/ year
TOTAL PER YEAR	\$ 83,500.00/ year
ANNUAL ESCALATION PERCENTAGE FOR BASE PROPOSAL SERVICES	3%
<u>ON-CALL SERVICES</u>	<u>COST</u>
1. Herbicide Application (Lawn Areas)	\$ 0.015 / sq. ft.
2. Fungicide Application (Lawn Areas)	\$ 0.02 / sq. ft.
3. Insecticide Application (Lawn Areas)	\$ 0.015 / sq. ft.
4. Provide Topsoil and Spread to Finish Grade	\$ 50.00 / sq. yards
5. Spread Grass Seed and shredded straw for new lawn areas	\$ 0.15 / sq. ft.
6. Prepare area and install sod	\$ 2.00 / sq. ft.
7. Dump Truck (Hauling fees)	\$ 50.00 / hour
8. Bob Cat	\$ 70.00 / hour
9. Dumping Fees	\$ 30.00 / yard
10. Bucket Truck	\$ 95.00 / hour
11. Wood Chipper Truck	\$ 80.00 / hour
12. Air Compressor	\$ 60.00 / hour
HOURLY EQUIPMENT RENTAL RATE RANGE	\$50.00 / hour - \$100.00 / hour
MATERIALS MARKUP PERCENTAGE	20%

ATTACHMENT B - Price Schedule

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

<u>Non-Base Proposal Labor</u>	<u>Hire Date</u>	<u>Service Wage Classification</u>	<u>Service Wage Rate*</u> (Minimum Hourly Rate + Benefit Rate)	<u>Contractor's Premium</u>	<u>Total Per Hour Cost</u>
Grounds Maintenance Laborer	Hired Prior 7/1/09	Janitor	\$ 24.26 / hr.	\$ 26.69 / hr.	\$ 50.95 / hr.
Grounds Maintenance Laborer Supervisor	Hired Prior 7/1/09	Janitor	\$ 24.26 / hr.	\$ 36.69 / hr.	\$ 60.95 / hr.
Licensed Arborist	Hired Prior 7/1/09	Janitor	\$ 24.26 / hr.	\$ 46.69 / hr.	\$ 70.95 / hr.
Licensed Arborist Supervisor	Hired Prior 7/1/09	Janitor	\$ 24.26 / hr.	\$ 56.69 / hr.	\$ 80.95 / hr.
Licensed Irrigation Specialist	Hired Prior 7/1/09	Janitor	\$ 24.26 / hr.	\$ 41.69 / hr.	\$ 65.95 / hr.
Licensed Irrigation Specialist Supervisor	Hired Prior 7/1/09	Janitor	\$ 24.26 / hr.	\$ 46.69 / hr.	\$ 70.95 / hr.
Grounds Maintenance Laborer	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ 25.74 / hr.	\$ 50.00 / hr.
Grounds Maintenance Laborer Supervisor	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ 35.74 / hr.	\$ 60.00 / hr.
Licensed Arborist	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ 45.74 / hr.	\$ 70.00 / hr.
Licensed Arborist Supervisor	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ 55.74 / hr.	\$ 80.00 / hr.
Licensed Irrigation Specialist	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ 40.74 / hr.	\$ 65.00 / hr.
Licensed Irrigation Specialist Supervisor	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ 45.74 / hr.	\$ 70.00 / hr.

In the case of an adjustment to the service wage rates by the Department of Labor, only the Service Wage Rate (including benefits) will be adjusted, not the Contractor's Premium. Service Wage Rates listed are effective as of January 29, 2020. In the case of overtime rates, only the Service Wage Rate will be adjusted to time and a half, not the Contractor's Premium.

The Payment Schedule shall be as follows:

Season	Month	Payment	Season	Month	Payment	Season	Month	Payment
2020	April	\$10,437.50	2022	April	\$11,072.50	2024	April	\$11,746.82
	May	\$10,437.50		May	\$11,072.50		May	\$11,746.82
	June	\$10,437.50		June	\$11,072.50		June	\$11,746.82
	July	\$10,437.50		July	\$11,072.50		July	\$11,746.82
	August	\$10,437.50		August	\$11,072.50		August	\$11,746.82
	September	\$10,437.50		September	\$11,072.50		September	\$11,746.82
	October	\$10,437.50		October	\$11,072.50		October	\$11,746.82
	November	\$10,437.50		November	\$11,072.50		November	\$11,746.82
2021	April	\$10,750.00	2023	April	\$11,404.68	2025	April	\$12,099.22
	May	\$10,750.00		May	\$11,404.68		May	\$12,099.22
	June	\$10,750.00		June	\$11,404.68		June	\$12,099.22
	July	\$10,750.00		July	\$11,404.68		July	\$12,099.22
	August	\$10,750.00		August	\$11,404.68		August	\$12,099.22
	September	\$10,750.00		September	\$11,404.68		September	\$12,099.22
	October	\$10,750.00		October	\$11,404.68		October	\$12,099.22
	November	\$10,750.00		November	\$11,404.68		November	\$12,099.22

Payment Terms

Payment terms are net 30 days.

Connecticut SBE/MBE: MBE

SBE

ATTACHMENT C - Required Forms Checklist

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

REQUIRED FORM	COMPLETED?
<p><u>Insurance Certificate and Endorsement</u> The Contractor shall submit sufficient commercial general liability insurance at levels, as delineated in Section 33 of this Contract. The Contractor shall name the State/CT General Assembly as an additional insured on the policy, shall provide a certificate of insurance or a copy of the policy, and shall provide an endorsement indicating the State/CT General Assembly has been added to the policy as an additional insured prior to the effective date of this Contract. Insurance coverage shall be maintained during the time that any provisions survive the term of this Contract. The Contractor shall not begin performance until the delivery of the policy to the CGA.</p>	<input checked="" type="checkbox"/>
<p><u>Nondiscrimination Form</u> The Contractor shall complete and submit the Nondiscrimination Certification pursuant to Conn. Gen. Stat. §4a-60(a) and Conn. Gen. Stat. §4a-60a(a).</p>	<input checked="" type="checkbox"/>
<p><u>Gift and Campaign Contribution Ban Acknowledgement Form</u> The Contractor shall complete and submit the Gift and Campaign Contribution Ban Acknowledgement Form pursuant to Conn. Gen. Stat. §4-250; Conn. Gen. Stat. §4-252(c); and Conn. Gen. Stat. §9-612(g)(2) and any subsequent amendments to these sections.</p>	<input checked="" type="checkbox"/>
<p><u>Iran Certification</u> Effective October 1, 2013, this form must be submitted for any large state contract, as defined in Conn. Gen. Stat. §4-250. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.</p>	<input checked="" type="checkbox"/>
<p><u>CHRO Documentation</u> The Contractor shall complete the Contract Compliance Monitoring Report for the Connecticut Commission on Human Rights and Opportunities (CHRO) in accordance with Conn. Gen. Stat. §§46a-68 and 46a-68a.</p>	<input checked="" type="checkbox"/>
<p><u>Proof of Authorization Form:</u> The Contractor shall complete the attached form.</p>	<input checked="" type="checkbox"/>
<p><u>Vendor Profile Form:</u> The Contractor shall complete the attached form.</p>	<input checked="" type="checkbox"/>
<p><u>W-9 Form:</u> The Contractor shall complete the attached form.</p>	<input checked="" type="checkbox"/>
<p><u>Performance Bond:</u> The Contractor shall furnish a performance bond in accordance with Conn. Gen. Stat. §49-41(b) in an amount equal to the total cost of this Contract (\$500,000) within fifteen (15) days of notification of award and prior to the execution of this Contract;</p>	<input checked="" type="checkbox"/>
<p><u>Labor and Materials Bond:</u> The Contractor shall furnish a labor and materials bond for the protection of the CGA in accordance with Conn. Gen. Stat. §49-41(a) in an amount equal to the total cost of this Contract (\$500,000) within fifteen (15) days of notification of award and prior to the execution of this Contract.</p>	<input checked="" type="checkbox"/>

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined later on in the notice).

Campaign Contribution and Solicitation Limitations

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from the General Assembly shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from the General Assembly, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

Definitions

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates.

“Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

ATTACHMENT E - Service Wage Rate Schedule
Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

Service Contract Rates

<u>County</u>	<u>Town</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Hourly Benefit</u>
Hartford	Granby	Presser, Machine, Wearing Apparel, Laundry	\$11.51	3.45
Hartford	Granby	Washer, Machine	\$12.11	3.63
Hartford	Granby	Fast Food Shift Leader	\$11.50	3.45
Hartford	Granby	Fast Food Worker	\$11.00	3.30
Hartford	Granby	Guard I	\$15.59	4.68
Hartford	Granby	Guard II	\$20.85	6.26
Hartford	Hartford	Bartender	\$11.00	3.30
Hartford	Hartford	Boiler Tender	\$29.56	8.86
Hartford	Hartford	Stationary Engineer	\$29.56	8.86
Hartford	Hartford	Ventilation Equipment Tender	\$24.21	7.26
Hartford	Hartford	Parking Lot Attendant	\$11.77	3.53
Hartford	Hartford	Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.73	5.01
Hartford	Hartford	Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Hartford	Hartford	Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End Loader	\$24.30	7.29
Hartford	Hartford	Baker	\$14.94	4.49
Hartford	Hartford	Cook I	\$18.88	5.66
Hartford	Hartford	Cook II	\$20.42	6.12
Hartford	Hartford	Dishwasher	\$11.44	3.43
Hartford	Hartford	Food Service Worker	\$12.15	3.64
Hartford	Hartford	Meat Cutter	\$20.95	6.28

As of: January 29, 2020

Service Contract Rates

<u>County</u>	<u>Town</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Hourly Benefit</u>
Hartford	Hartford	Waiter/Waitress	\$11.54	3.47
Hartford	Hartford	Cleaner, Vehicles	\$13.18	3.95
Hartford	Hartford	Elevator Operator	\$15.75	4.72
Hartford	Hartford	Gardner	\$18.83	5.64
Hartford	Hartford	Janitor	\$16.70	7.56 + a
Hartford	Hartford	Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Hartford	Hartford	Maid or Houseman	\$12.68	3.80
Hartford	Hartford	Pest Controller	\$18.70	5.61
Hartford	Hartford	Refuse Collector	\$21.35	6.40
Hartford	Hartford	Tractor Operator	\$17.96	5.38
Hartford	Hartford	Window Cleaner ~ Hired prior to July 1, 2009	\$17.26	7.56 + a
Hartford	Hartford	Cleaner, Heavy** Hired after July 1, 2009	\$16.70	7.56 + a
Hartford	Hartford	Cleaner, Light** Hired after July 1, 2009	\$16.40	7.56 + a
Hartford	Hartford	Window Cleaner** Hired after July 1, 2009	\$20.73	7.56 + a
Hartford	Hartford	Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Hartford	Hartford	Carpenter, Maintenance	\$26.52	7.95
Hartford	Hartford	Electrician, Maintenance	\$27.31	8.19
Hartford	Hartford	General Maintenance Worker	\$21.95	6.58
Hartford	Hartford	Laborer*Hired prior to July 1, 2009		N/A
Hartford	Hartford	Painter, Maintenance	\$23.07	6.93

As of: January 29, 2020

Service Contract Rates

<u>County</u>	<u>Town</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Hourly Benefit</u>
Hartford	Hartford	Pipefitter, Maintenance	\$31.63	9.48
Hartford	Hartford	Plumber, Maintenance	\$30.52	9.15
Hartford	Hartford	Sheet Metal Worker, Maintenance	\$31.87	9.56
Hartford	Hartford	Locksmith	\$28.80	8.64
Hartford	Hartford	HVAC	\$29.72	8.91
Hartford	Hartford	Laborer**Hired after July 1, 2009		N/A
Hartford	Hartford	Cashier	\$11.45	3.43
Hartford	Hartford	Vending Machine Attendant	\$20.47	6.14
Hartford	Hartford	Furniture Handler - Hired prior to July 1, 2009	\$16.51	7.56 + a
Hartford	Hartford	Furniture Handler**Hired after July 1, 2009	\$16.80	7.56 + a
Hartford	Hartford	Assembler	\$11.51	3.45
Hartford	Hartford	Counter Attendant	\$11.51	3.45
Hartford	Hartford	Dry Cleaner	\$13.34	4.00
Hartford	Hartford	Presser, Hand	\$11.51	3.45
Hartford	Hartford	Presser, Machine, Drycleaning	\$11.51	3.45
Hartford	Hartford	Presser, Machine, Shirts	\$11.51	3.45
Hartford	Hartford	Presser, Machine, Wearing Apparel, Laundry	\$11.51	3.45
Hartford	Hartford	Washer, Machine	\$12.11	3.63
Hartford	Hartford	Fast Food Shift Leader	\$11.50	3.45
Hartford	Hartford	Fast Food Worker	\$11.00	3.30

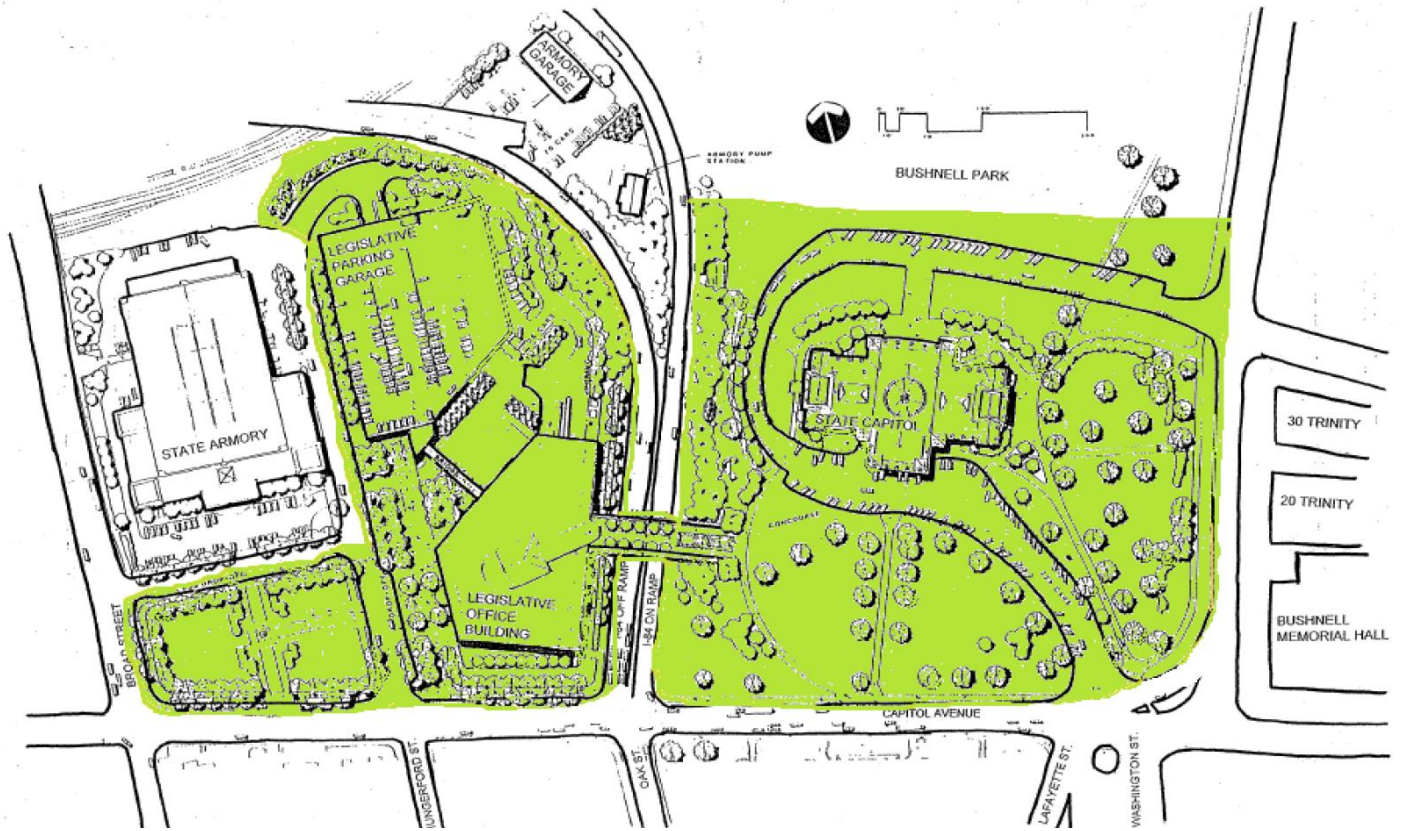
As of: January 29, 2020

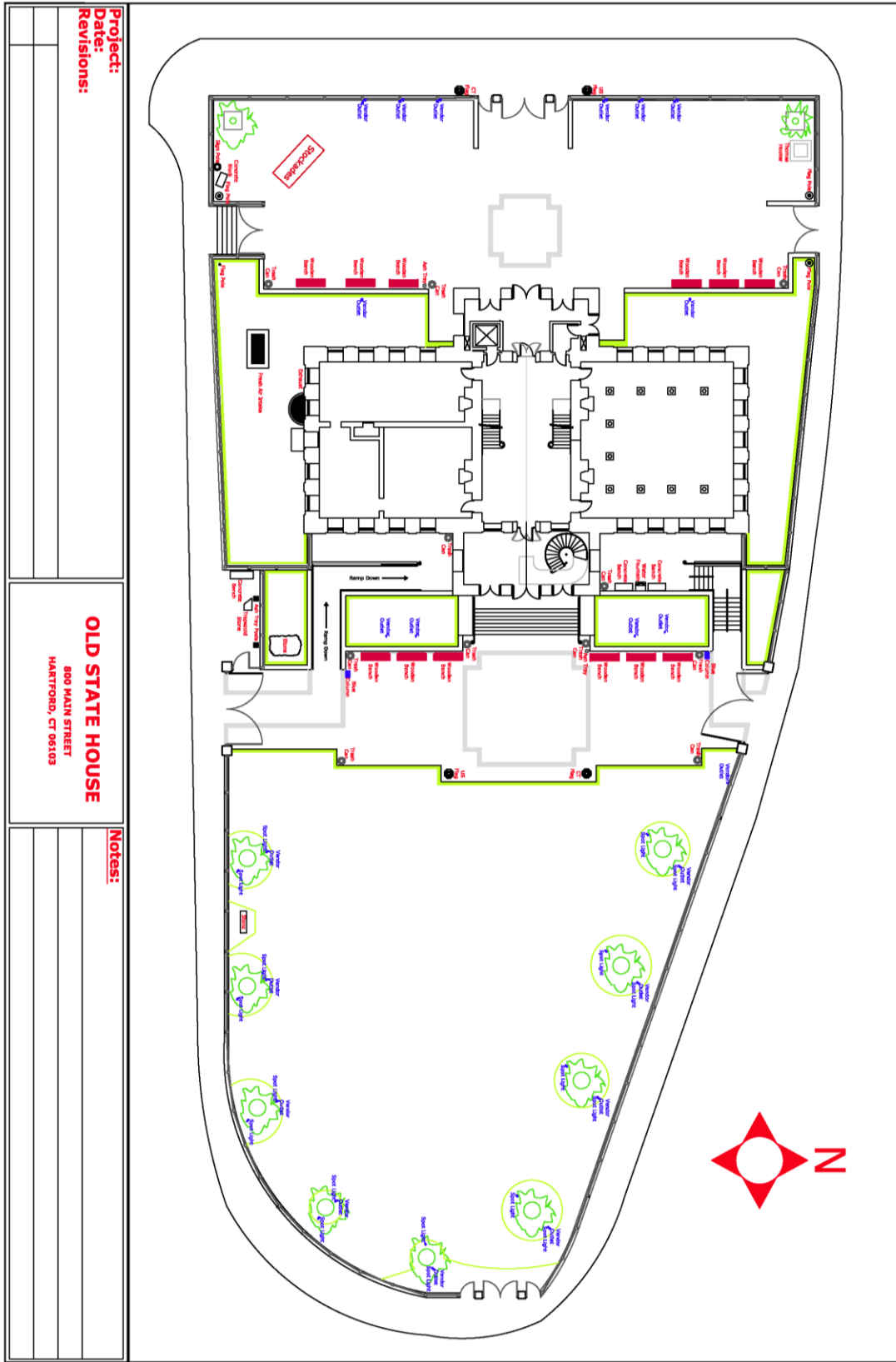
Service Contract Rates

<u>County</u>	<u>Town</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Hourly Benefit</u>
Hartford	Hartford	Guard I	\$15.59	4.68
Hartford	Hartford	Guard II	\$20.85	6.26
Hartford	Hartland	Bartender	\$11.38	3.41
Hartford	Hartland	Boiler Tender	\$29.56	8.86
Hartford	Hartland	Stationary Engineer	\$29.56	8.86
Hartford	Hartland	Ventilation Equipment Tender	\$24.21	7.26
Hartford	Hartland	Parking Lot Attendant	\$11.77	3.53
Hartford	Hartland	Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.73	5.01
Hartford	Hartland	Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$19.84	5.96
Hartford	Hartland	Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End Loader	\$24.30	7.29
Hartford	Hartland	Baker	\$13.98	4.19
Hartford	Hartland	Cook I	\$18.88	5.66
Hartford	Hartland	Cook II	\$20.42	6.12
Hartford	Hartland	Dishwasher	\$11.44	3.43
Hartford	Hartland	Food Service Worker	\$12.15	3.64
Hartford	Hartland	Meat Cutter	\$20.95	6.28
Hartford	Hartland	Waiter/Waitress	\$11.15	3.35
Hartford	Hartland	Cleaner, Vehicles	\$13.18	3.95
Hartford	Hartland	Elevator Operator	\$15.75	4.72
Hartford	Hartland	Gardner	\$18.72	5.61

As of: January 29, 2020

State Capitol, Legislative Office Building, Legislative Parking Garage, State Capitol, Minuteman Park

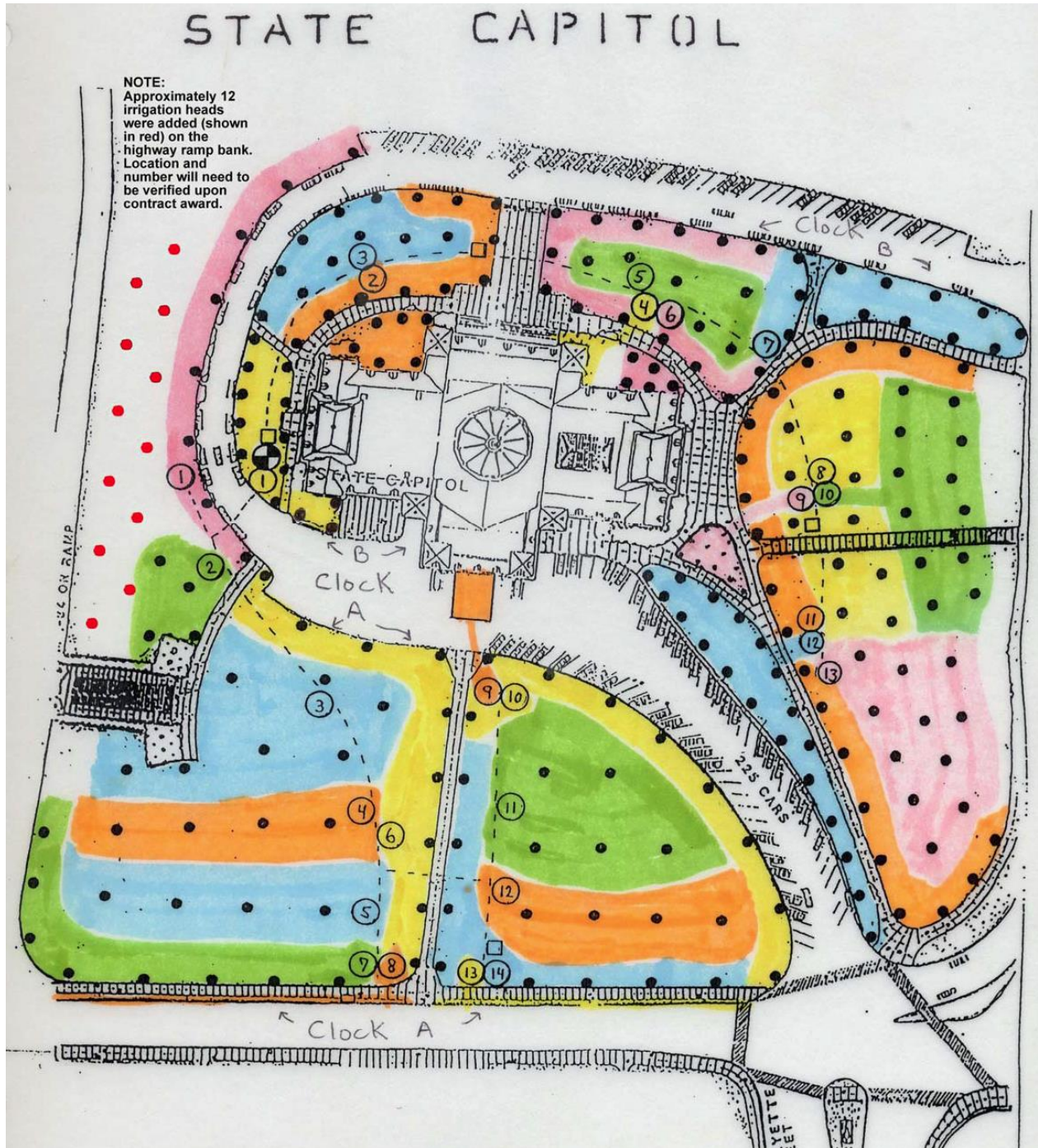


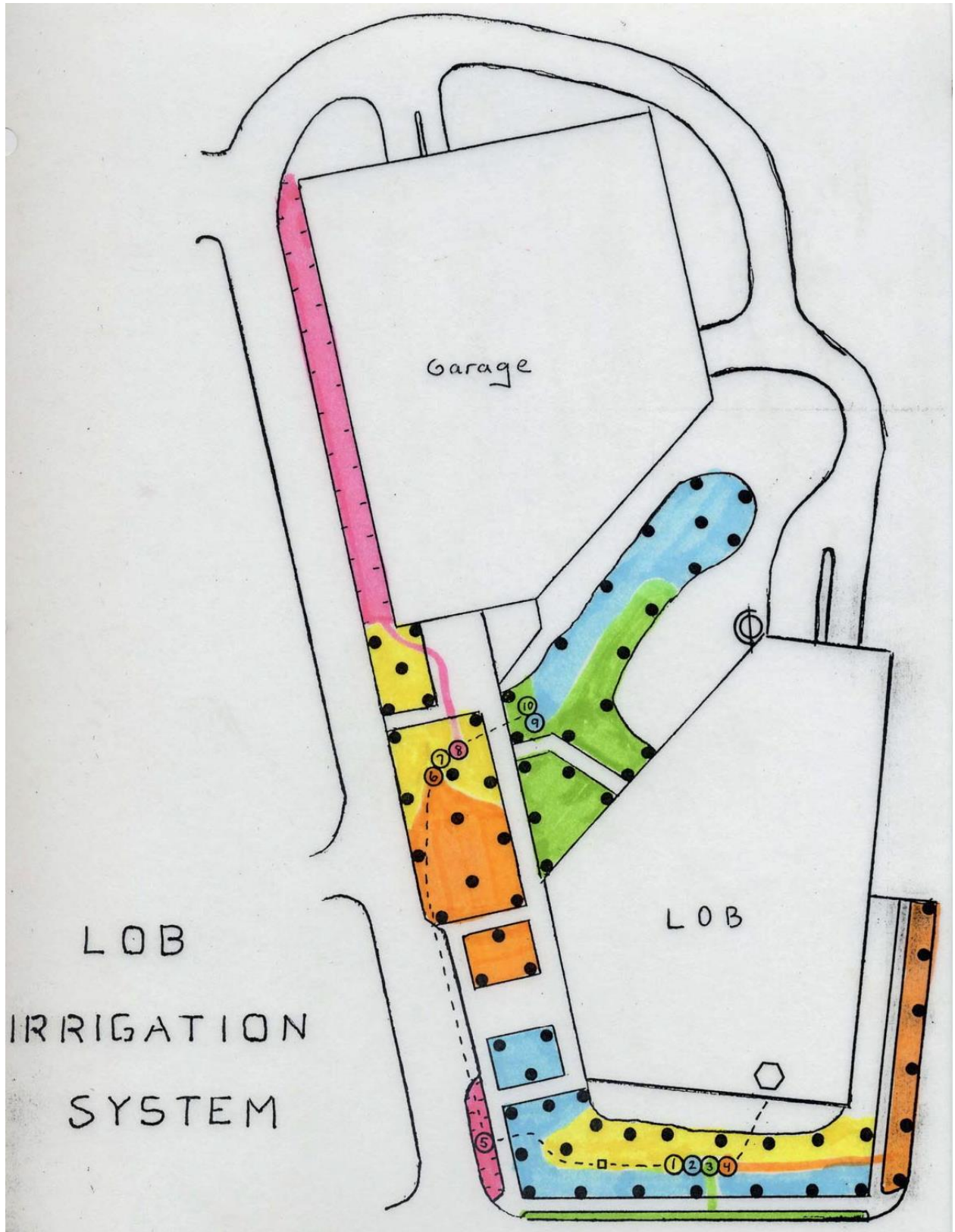


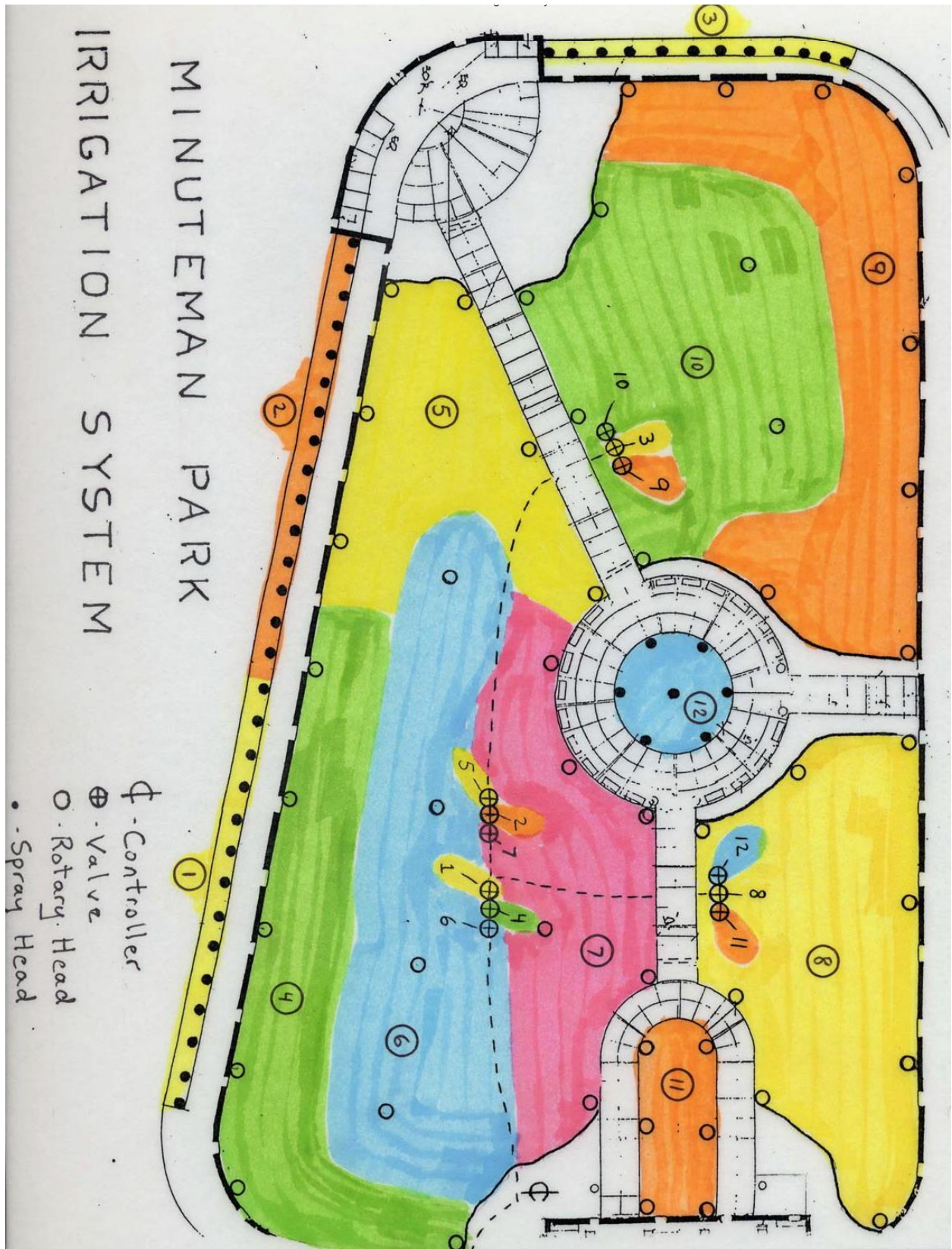
Project:
Date:
Revisions:

OLD STATE HOUSE
800 MAIN STREET
HARTFORD, CT 06103

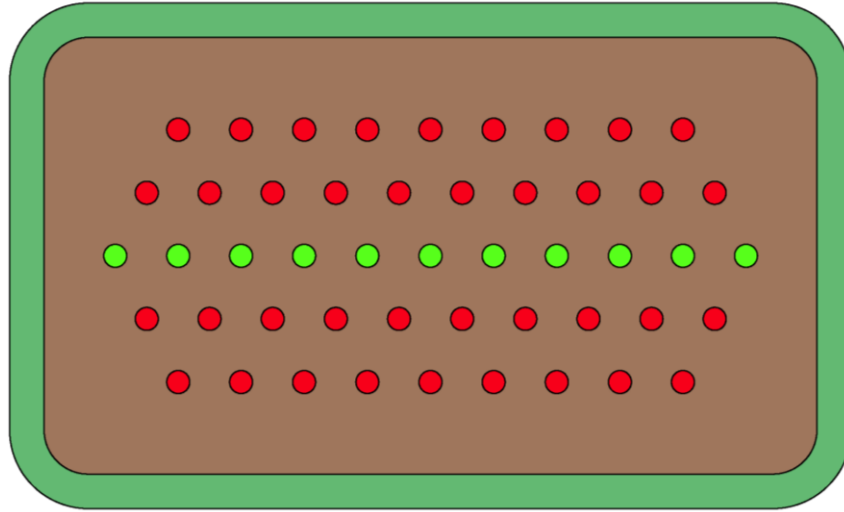
Notes:





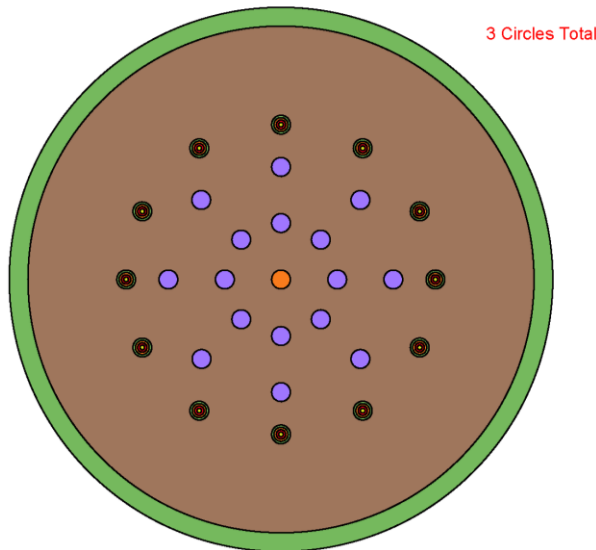


CAPITOL EAST SIDE FLOWER BED



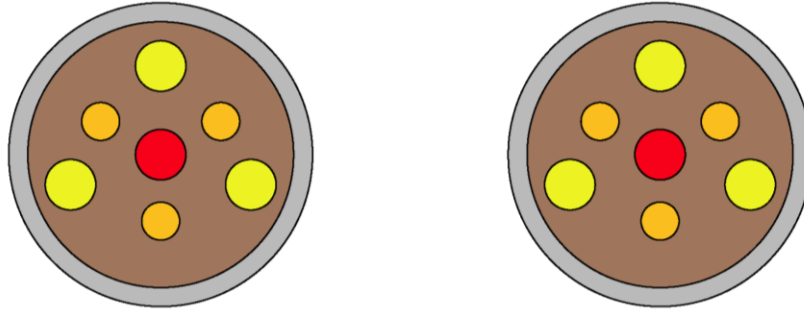
- 8" pots. 38 total.
- 8" pots. 11 total.

CAPITOL NORTH CIRCLES



- All north side planting beds need to be 108" round.
- 8" pots. 48 total
- 8" pots. 36 total
- Hydrangea Tree

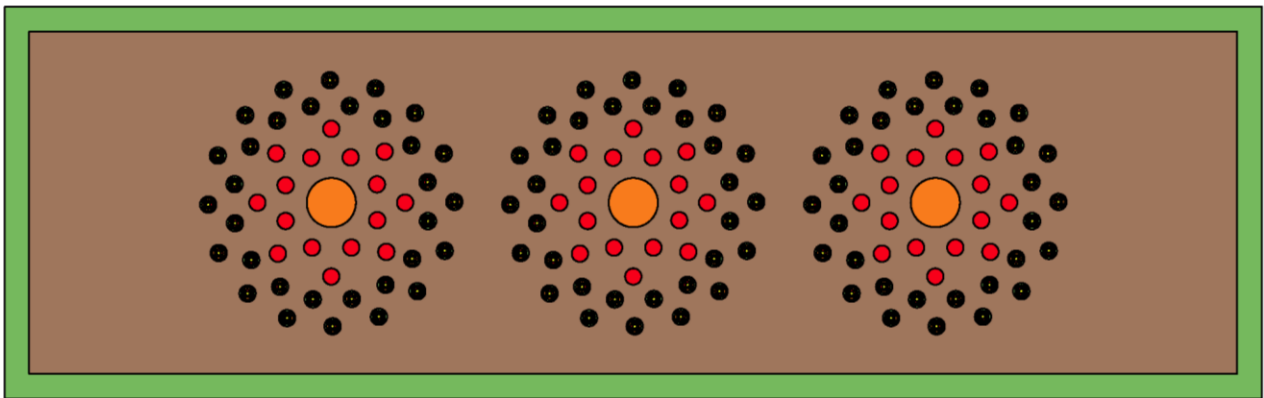
Capitol Planters



- 8" pots. 2 total.
- 6" pots. 6 total.
- 8". 6 total.

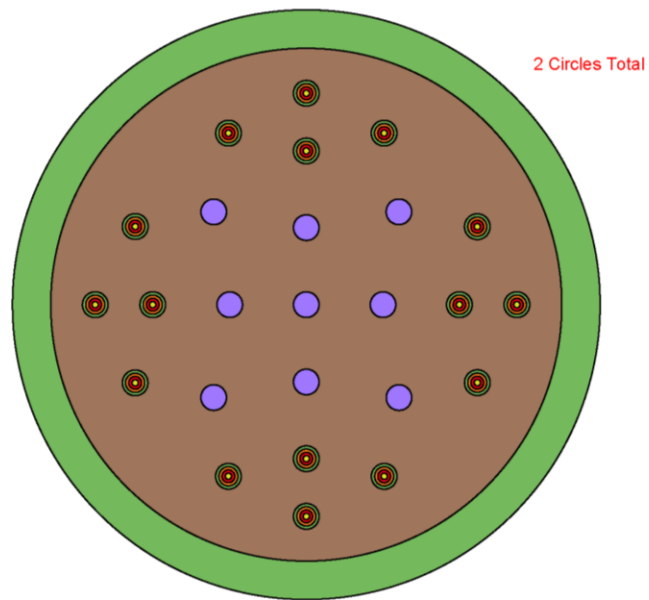
CAPITOL SOUTH SIDE FLOWER BEDS

2 Flower Beds



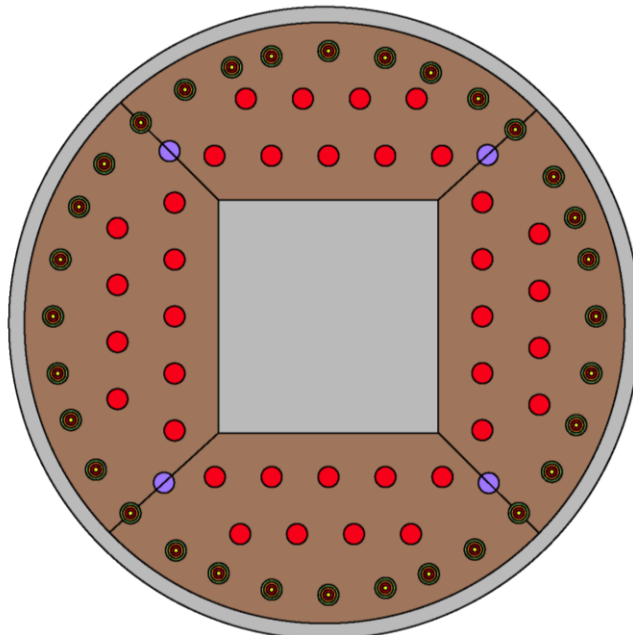
- Hydrangia tree - 6 total
- 8" pots. 96 total
- 8" pots. 192 total

CAPITOL SOUTH SIDE SIDEWALK



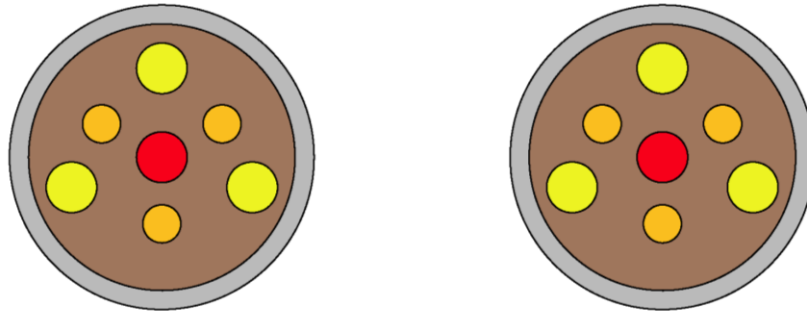
- 8" pots. 18 total
- 8" pots. 32 total.

CAPITOL PLANTING FOR STATUE



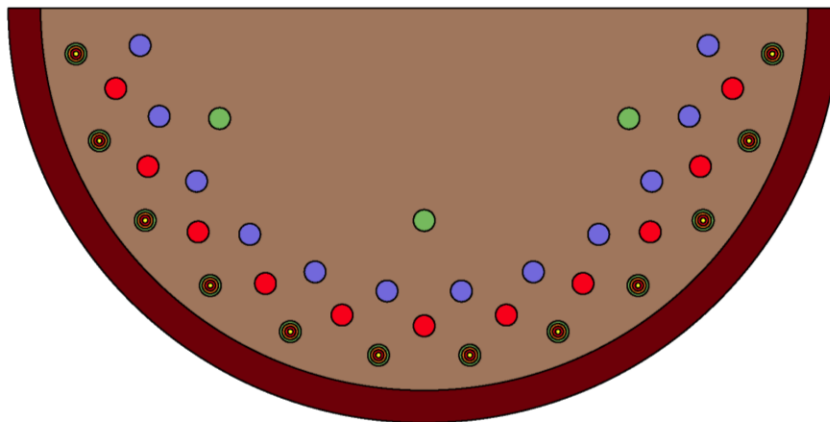
- 8" pots. 36 total.
- 8" pots. 32 total.
- 8" pots. 4 total.

LOB Planters



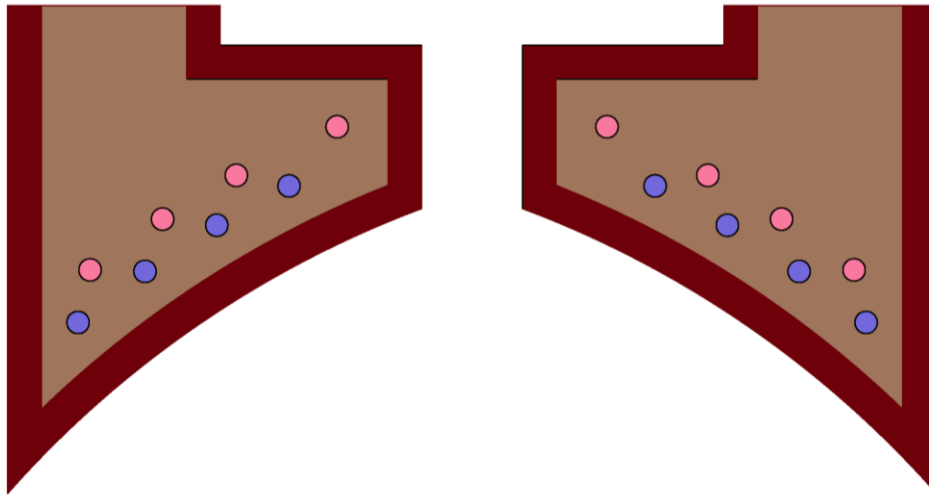
- 8" pots. 2 total.
- 6" pots. 6 total.
- 8". 6 total.

LOB TERRACE BIG PLANTER



- Trees
- 8" pots. 11 total
- 8" pots. 12 total
- 8" pots. 12 total

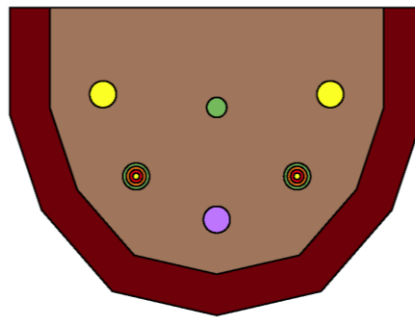
LOB TERRACE SIDE DOOR PLANTERS



- Pink Cone Flower- 8" pots. 8 total
- Nepeta- 8" pots. 8 total

LOB TERRACE SMALLER PLANTERS

10 Planters Total



- Trees
- 8" pots. 20 total
- Nepeta- 8" pots. 10 total
- 8" pots. 20 total

ATTACHMENT I - Ornamental & Turf Insecticide Application Record/Monitoring Report

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

IPM Monitoring Form

Ornamental Checklist

Site/Area	Host Plant	Size	Stage	Pest	Stage	Damage Site	Damage Level	Natural Enemies	Control Action

Key to Codes:

Host Plant Size:	Host Plant Stage:	Pest Stage:	Damage Site:	Damage Level:	Natural Enemies:	Action:
<1 ft. Seedling=1	seedling=2	egg=1	bark=1	none(0%)=0	rare=1	no action=1
1-3 ft. Tall=2	budding=3	early instar=2	bud =2	trace (<5%)=1	few=2	mechanical=2
3-6 ft. Tall=3	flowering=4	late instar=3	flower=3	light (5-10%)=2	common=3	cultural=3
6-8 ft. Tall=4	fruiting=8	pupa=4	fruit=4	moderate (10-30%)=3	abundant=4	biological=4
	leafing out=9	adult=5	foliage=5	heavy (30-90%)=4		chemical=5
	mature=10	damage only, past damage=6	miner=6	total damage (100%)=5		
	dormant=11		borer=7			
			roots=8			
			general			
			dieback=9			
			gall=10			

Turf Checklist

Recommendations

Turfgrass Species Present	Kentucky Bluegrass <input type="checkbox"/> Tall Fescue <input type="checkbox"/> Perennial Ryegrass <input type="checkbox"/> Fine Leaf Fescue <input type="checkbox"/> Other:	
Lawn Establishment	Age:___ Seed:___ Sod:___ Sun:___ Shade:	
Thatch Accumulation	___ <1/2" ___ 1/2 to 1" ___ >1" (check one)	
Turf Density	Thick (TK) Thin(TN) Moderately Thick (MTK) Sparce (SP)	
Turf Color	Dark Green (DG) Light Green (LG) Yellow Green (YG) Turf Dormant (TD)	
Soil	Texture: Depth: Condition:	
Weeds	Dandelion <input type="checkbox"/> Crabgras <input type="checkbox"/> Plantain <input type="checkbox"/> Oxalis Spurge <input type="checkbox"/> Knotweed <input type="checkbox"/> Ground Ivy <input type="checkbox"/> Yellow Nutsedge <input type="checkbox"/> Other:	
Insects	_____ Avg. No./Sq Ft. _____ Avg. No./Sq Ft. _____ Avg. No./Sq Ft. _____ Avg. No./Sq Ft.	
Disease	Affected Species: _____ % Area of Turf Infected ___ Disease: Affected Species: _____ % Area of Turf Infected ___ Disease:	
Cultural Practices	Mowing: Watering:	

Comments:

INTEGRATED PEST MANAGEMENT (IPM) SPECIFICATIONS FOR COMMERCIAL PEST CONTROL SERVICES – ORNAMENTAL, TURF, AND ARBORIST

1. GENERAL

a. Description of Service

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of insecticides used and human and environmental exposure to insecticides. IPM is a process for achieving long-term, environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, good sanitation practices, education, grounds maintenance, alternative physical, mechanical, and biological pest control, and the use of insecticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and insecticide application components of the IPM program. The Contractor shall also provide detailed, site specific recommendations for procedural modifications that may be necessary to achieve pest prevention.

b. Pests Included and Excluded

The Contractor shall adequately suppress populations of undesirable weeds, insects that feed primarily on or may otherwise cause harm to outdoor vegetation, herbaceous diseases, and ticks. Populations of the following pests will be considered special services, separate from the specifications of this contract:

- i. Birds, bats, snakes, commensal rodents and all other vertebrates;
- ii. Mosquitoes and other free flying insects;
- iii. General pest control within structures;
- iv. Termite & Wood Destroying Organisms; and
- v. Fleas and ants.

c. Initial Inspection

The Contractor shall conduct a thorough, initial inspection of the entire site **within ten (10) working days of a request by the CGA**. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, landscape features, or management practices that are contributing to pest infestations. Soil samples shall be collected and sent for analysis to determine the need for any soil amendments necessary to correct pH and/or fertility. The initial inspection shall be conducted by a certified commercial supervisory applicator employed by the Contractor.

d. Integrated Pest Management Program

Prior to initiation of service, the Contractor shall submit to the CGA a written Integrated Pest Management (IPM) Program for the site **within ten (10) working days following the initial inspection**. Upon receipt of the IPM Program, the CGA shall render a decision regarding its acceptability **within ten (10) working days**. If aspects of the IPM Plan are incomplete or disapproved, the Contractor shall have **five (5) working days** to submit revisions. The Contractor

ATTACHMENT J - Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

shall initiate services outlined in **Attachment A** following CGA approval. The Pest Control Plan shall include:

- i. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all insecticide to be used. A list of types of rodent bait boxes, pest monitoring devices, and any other control devices or equipment should also be included;
- ii. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- iii. A service schedule for the site;
- iv. A description of any operational changes that would facilitate the pest control effort;
- v. A copy of the Commercial Insecticide Applicator Certificate for every Contractor's representative who will be performing on-site service under contract;
- vi. A description of the Contractor's Quality Control Program as described in Section Five of this document; and
- vii. Any additional information as required by RCSA Sec. 22a-66I-1. Application of insecticide by State Agencies. (See Appendix A)

It shall be the Contractor's responsibility to carry out work according to the approved IPM Program for the site. The Contractor shall receive approval of the CGA prior to implementing any changes to the approved IPM Program, including additions or replacements to the insecticide list and to on-site service personnel.

e. **Insecticide Application**

The Contractor shall not apply any insecticide product that has not been included in the IPM Program or approved in writing by the CGA. The CGA will make a timely decision on any matter that requires a written approval. Insecticide application shall be according to need and not by schedule. Application of insecticides shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventive insecticide treatments of areas determined to be at high risk for infestation by weeds, insects or disease, through inspection at the onset of the program or as part of a maintenance program, are acceptable. These applications shall be conducted in accordance with the insecticide use hierarchy found in Section 2 (Weed, Insect and Disease Control) of this document. The Contractor shall not store any insecticide product on CGA property.

f. **Best Management Practices**

i. Turf - Soil fertility and pH

- A. The Contractor is expected to utilize best management practices at all times to maintain turf health and appearance. Prior to the application of any fertilizer or insecticide, composite soil samples will be collected and analyzed for pH and fertility. The Contractor will be expected to perform soil sampling on an annual basis throughout the term of the contract, either in late fall or early spring when the frost has left the ground. The Contractor will be responsible for applying amendments to the soil as recommended by the soil analysis reports. Organic fertilizers should be used whenever possible; otherwise, fertilizer with fifty percent (50%) slow release nitrogen shall be used. Fertilizer applications are to be performed when grasses are actively growing, usually late May/early June and late August/early September. Fertilizer applications will not exceed two and a half pounds (2½ lbs.) of nitrogen per 1000 square feet unless soil sample analysis reports indicate a necessity to further amend the soil.

ATTACHMENT J - Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

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- B. The Contractor will be responsible for mowing turf grass to a height of two to three inches (2"-3") on a schedule that is frequent enough to avoid clumping of grass clippings. Clippings shall remain on the lawn and be allowed to degrade. The Contractor will be responsible for the removal and proper disposal of grass clippings if the mowing schedule is not maintained and results in excessive grass clippings being deposited on the lawn area.
- ii. Weed Control
 - A. Herbicide applications are not to be relied upon as a sole method of controlling weeds. Proper cultural practices are to be employed to encourage dense, healthy turf which will help to prevent the germination of weed seeds and survival of seedlings. The Contractor will be required to perform spot applications of herbicide on an as needed basis to small or limited areas. Widespread applications of broadleaf herbicides may be required in areas where invasive weed species have invaded greater than twenty five percent (25%) of the total turf area. Widespread applications of pre-emergent herbicides may be necessary to control invasive annual grasses.
 - B. Pre-emergent applications of herbicide may be necessary in flowerbeds and areas of formal landscaping.
 - iii. Silviculture - Arboriculture Practices
 - A. The Contractor shall utilize best management practices for the management of all trees on site. A licensed Arborist employed by the Contractor shall annually assess soil conditions to identify any potential problems that may cause harm to trees such as soil compaction, contamination, trenching or digging in the vicinity of the tree.
 - B. The Contractor shall develop a schedule of monitoring for pest problems, using appropriate monitoring techniques, based upon growing degree days, tree species on site and the likelihood that pest problems will arise. Visual inspections shall also be conducted during routine maintenance activities.
 - C. C. Bark mulch shall be placed at a depth no greater than two to three inches (2"-3") and tapered to a shallow depth around the base of trees to reduce weed growth and retain moisture. Mulch beds shall be restored annually throughout the term of the contract. Black plastic mulch is not to be used.
 - D. The licensed Arborist shall be responsible for implementing a program of pruning, hazard management, cabling, bracing and treatment of wounds that is appropriate for the long-term goals of the facility and consistent with accepted arboriculture practices. The Contractor shall remove pruned and/or fallen branches from the site.
 - iv. Insect and Disease Control
 - A. A certified supervisor employed by the Contractor shall conduct visual inspections monthly, April through September, to monitor for evidence of destructive turf pests and conduct additional sampling as necessary to confirm the presence of such pests. Applications of insecticide to turf areas are to be limited to locations where unacceptable levels of activity have been identified in an effort to preserve populations of beneficial insects and nematodes.
 - B. In an effort to preserve beneficial and predatory insects, insecticides shall be applied only when the presence of harmful pests or disease have been identified through monitoring and it is anticipated that more than fifteen percent (15%) of discoloration,

ATTACHMENT J - Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

defoliation or damage to the total leaf area will likely occur. Insecticide applications shall be limited only to infested trees.

- C. Preventive insecticide applications may be performed only to areas where the previous or current year's monitoring has indicated the presence of harmful insect pests or if certain tree species, prone to specific insect problems are present. Preventive applications shall be made only to specific problem areas.
- D. The licensed Arborist will be responsible to estimate the levels of aesthetic injury that can be anticipated by utilizing their professional experience and considering the species and densities of pests found during monitoring.

v. **General Requirements**

The Contractor shall perform spring and fall clean-up (April and November) by raking and removing leaves, branches, and other debris to maintain the appearance of the property. Materials shall be removed from the premises on the days that clean-up activities are performed.

g. **Record Keeping**

The Contractor shall maintain a pest control logbook or file for each site specified in the awarded contract. These records shall be kept on CGA property and maintained on each visit by the Contractor. Each logbook or file shall contain at least the following items:

- i. A copy of the IPM Program for the site, including labels and MSDS sheets for all insecticides which may be used, and the Contractor's service schedule for the facility;
- ii. The Insecticide Application Record and IPM Monitoring Form (**Attachment I**) will be supplied to the Contractor by the CGA and will be used to document the performance of all work, including emergency work. Upon completion of each service visit to the site, the Contractor's representative performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered;
- iii. The Contractor's representative shall provide recommendations in writing whenever appropriate as to what steps the facility must take to reduce or eliminate conditions that are favorable for pests covered by the terms of the contract;
- iv. Copies of soil test analysis reports; and
- v. Maps or graphs indicating the placement of insect monitoring devices and/or rodent bait boxes.

h. **Contractor Personnel**

Throughout the life of this contract, all of the Contractor's personnel providing on site pest control service shall meet state requirements for training and certification as Commercial Insecticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator shall not be permitted to provide service under the terms of this contract.

i. **Manner and Time to Conduct Service**

The Contractor shall perform routine services that do not adversely affect occupant health or productivity during the regular hours of operation in the buildings. No insecticides may be applied when the immediate area to be treated is occupied. When it is necessary to perform work outside of the regularly scheduled hours set forth in the IPM Program, the Contractor shall notify the CGA at least one (1) day in advance.

ATTACHMENT J - Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

The Contractor shall observe all safety precautions throughout the performance of the awarded contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the CGA. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

All of the Contractor's personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

j. **Special Requests and Emergency Service**

On occasion, the CGA may request that the Contractor perform corrective, special, or emergency service (s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. If such services cannot be completed within one (1) working day, the Contractor shall immediately notify the CGA and indicate an anticipated completion date.

2. WEED, INSECT, AND DISEASE CONTROL

a. **Non-insecticide Products and Use**

The Contractor shall use non-insecticide methods of control wherever possible and economically feasible.

b. **Insecticide Products and Use**

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of insecticides used and human and environmental exposure to insecticides. When it is determined that an insecticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of insecticides used and the potential exposure of people and the environment.

The Contractor shall be responsible for application of insecticides according to the product label. All insecticides used by the Contractor must be registered with the Environmental Protection Agency (EPA) and the state Department of Environmental Protection. Transport, handling and use of all insecticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulations.

The Contractor shall use the following insecticide use hierarchy as a guide to minimize the amounts of insecticides applied as well as the potential for exposure.

- i. Biological Insecticides;
- ii. Insecticidal Soaps/Horticultural Oil;
- iii. Spot treatments—as differentiated from overall, broadcast, or complete coverage, spot treatment is an application to localized or restricted areas no more than (2) square feet where weeds, insects, or disease are present. These may include:
 - A. Wettable powders;
 - B. Microencapsulated products;
 - C. Emulsifiable concentrates; and
 - D. Tree or Soil Injected Systemics;

ATTACHMENT J - Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

- iv. Granular insecticides;
- v. General sprays; and
- vi. Fogging or Aerosolized Sprays.

Application of insecticides shall be restricted to situations where no alternative measures which will result in timely control within the predetermined tolerance thresholds are practical. In the event that these applications become necessary, a formulation with the least potential for exposure will be chosen. As a general rule, biologicals, insecticidal soaps, horticultural oil, wettable powder, and microencapsulated formulations shall be considered as first choices.

Solvent-based insecticides shall be used only as a last resort when no other effective alternatives exist. All application shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated areas have dried, or longer if the label specifies a longer re-entry time. The Contractor and CGA will determine, on a case-by-case basis, if any prenotification is needed.

The Contractor shall obtain approval from the CGA prior to any widespread application of insecticide. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the insecticide to the site of application. No applications shall be made while persons other than those employed by the Contractor are present in the area to be treated.

3. PROGRAM EVALUATION

The CGA reserves the right to evaluate the progress of the Contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

4. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the awarded contract are provided as specified. **Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of their program to the CGA.** The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in the awarded contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections and the names of the individuals who will perform the inspections;
- b. The checklist shall include every area of the operation serviced by the Contractor as well as every task required to be performed;
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable; and
- d. A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available upon request.

5. PERFORMANCE - LESS THAN SATISFACTORY RATING

The Contractor, upon receiving two (2) "less than satisfactory" ratings of the same nature in the same treatment area, shall document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside of the predetermined tolerance thresholds (if thresholds exist for the given pest), the Contractor shall have five (5) days to submit to the CGA an acceptable recommendation to alleviate the unsatisfactory situation.

ATTACHMENT J - Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist

Contract Title: Grounds & Irrigation System Maintenance

Contract #JCLM20REG0012

Any treatment area receiving three (3) consecutive "less than satisfactory" ratings of the same nature may result in the filing of a formal complaint from the CGA to the Contractor with intent to terminate the contract. The Contractor shall not be terminated if the "less than satisfactory" rating is a result of circumstances outside of the Contractor's control, such as failure of the CGA to make operational changes that would facilitate the pest control effort.

6. SAFETY AND HEALTH

- a. All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.
- b. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.









Contract_Grounds Mtce Irrigation JCLM20REG0012

Final Audit Report

2020-04-15

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